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BLM #BAI021002

COOPERATIVE FIRE PROTECTION AGREEMENT  
Between

UNITED STATES DEPT. OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CALIFORNIA AND NEVADA

UNITED STATES DEPT. OF THE INTERIOR  
NATIONAL PARK SERVICE  
PACIFIC WEST REGION

UNITED STATES DEPT. OF AGRICULTURE  
FOREST SERVICE  
REGIONS FOUR, FIVE AND SIX  
and

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

IN ACCORDANCE WITH

Acts of Congress of April 24, 1950 (16 USC 572), May 27, 1955 (42 USC 1856 et seq.), December 12, 1975 (16 USC 565 a-1), , June 28, 1934 (43 USC 315a), October 21, 1976 (43 USC 1701), the Stafford Act, Public Law 93-288, as amended (42 USC 5121 et seq.) and California Public Resources Code, Section 4141.

## SCOPE OF WORK

This Agreement, known as the Multi Agency Agreement for the Cooperative Use of Prescribed Fire, as designated and authorized by Public Resources Code 4475.1, concerns the Cooperative Use of Prescribed Fire and is made and entered into, by the State of California, through its Director of the Department of Forestry and Fire Protection (CDF), Director of California Department of Parks and Recreation, U.S. Department of Agriculture-Forest Service, U.S. Department of Interior - National Park Service, Bureau of Land Management, Bureau of Indian Affairs, U.S. Fish and Wildlife Service, and U.S. Army Corps of Engineers. This Agreement is made in accordance with acts of Congress of: April 24, 1950 (16 USC 572), May 27, 1955 (42 USC 1856 et seq.); December 12, 1975 (16 USC 565 a-1), June 30, 1949 (41 USC 252); October 21, 1976 (43 USC 1701); and California Public Resources Code, Section 4461 et seq.

This Agreement is intended to provide for the conduct of joint prescribed burning operations, site preparation, and necessary follow-up activities for specific prescribed burn units, on non-federal wildlands and federal wildlands, where these operations serve the public interest and are beneficial to the State.

This Agreement shall use the terms "agency," "agencies," and "Signatory Agencies." By definition all of these terms shall be in reference to State and Federal agencies that by signature of an authorized representative are party to this Agreement.

Words and phrases used herein may have different meanings or interpretations for different readers. In order to reach a common understanding, words and phrases are included in a Glossary attached hereto as Attachment 1.

1. CATEGORIES OF PRESCRIBED FIRE: This Agreement covers two categories of prescribed fires:

- a. A Joint Command Incident Commander (IC) in which two or more agencies share command of the prescribed fire.
- b. A single Agency IC, Cooperative Prescribed burn, in which one agency assumes the lead in the implementation of the project and accepts the primary responsibility for coordinating implementation of the prescribed fire.

Joint prescribed burning operations and/or cooperatively managed joint prescribed burning operations that involve the participation of the Signatory Agencies, will be documented by the Federal Land Management Agency Prescribed Burning Project Standard Agreement (PBPA) (RM-70) (Attachment 2), and an attachment known as the Prescribed Burn Plan (PLAN) (See examples in Attachment 3). Assignment of suppression cost responsibility and accountability in the event a prescribed fire escapes and becomes a wildfire shall be detailed in the PBPA. All assignment of suppression costs between the Signatory Agencies of this Agreement will be derived from, and clearly documented within the PBPA. Analysis of the benefits and risk components between the federal and non-federal land with the other

components of the Prescribed Burn Plan will form the basis for the reassignment of suppression cost responsibility and accountability. This analysis shall include the participation, review and approval of an appropriate designated official from each land management agency involved.

2. **PRESCRIBED BURN PLAN\* (PLAN)** (See Examples in Attachment 3) The PLAN for joint prescribed burning operations shall clearly document the planned sequence of the project and the responsibility of any participating agency for activities to meet the project objectives. The PLAN for joint prescribed burning operations may include separate descriptive "plan segments" for wildlands and federal lands respectively. These "plan segments" will present the tasks of planning and preparation undertaken by each participating agency. The plan for ignition and all subsequent activities leading to completion of the joint prescribed burning operation will be included in an Incident Action Plan (IAP). The IAP will be the operational guide for the project. The "plan segments", of the PLAN, while prepared and approved with standards unique to each agency will include, but not be limited to, the following detailed components for each burn unit:
  - a. Project identification
  - b. Burn area description - to include the geographical limits of the planned project, environmental setting, objectives and potential impacts that result when the desired benefits are achieved.
  - c. Burn prescription
  - d. Fire behavior predictions
  - e. Escaped Fire Contingency Plan
  - f. Smoke management plan
  - g. Public information plan
  - h. Description of site preparation tasks needed to achieve desired benefits and reduce the risk of a wildfire resulting from the joint prescribed burning operation.
  - i. The dollar value of the activity or activities contributed by each agency to prepare the project for ignition.
  - j. The type of prescribed burn, for example: Joint command, where the position of Incident Commander is shared by two or more agencies, a cooperative prescribed burn, in which a single agency assumes command of the prescribed burn project even though the project may include multiple agency jurisdiction and participation in the burn unit.
  - k. The appropriate Incident Command System (ICS) forms and addenda to fully document the command structure and all personnel, equipment, and supplies to be utilized between project ignition and completion to achieve the desired benefits for each agency that is signatory to the project
  - l. Go/No Go Checklist
  - m. Technical Review\*
  - n. NWCG Complexity Rating\*
  - o. Job Hazard Analysis
  - p. Maps to show:
    - (1) land ownership within and contiguous to the project perimeter;
    - (2) jurisdictional boundaries for wildland and structural fire protection responsibility;
    - (3) lands with residential, commercial or industrial development;
    - (4) lands where wildland fire protection actions are restricted or modified;

- (5) secondary and/or contingency control lines;
- (6) the placement of personnel and equipment for the ignition and containment plans.

\* Burn plan segments (m) and (n) are specific to Federal Burn Plan policy requirements. Examples and/or descriptions of these documents are located within the Sample Burn Plans in Attachment 3 of this Agreement. The creation and inclusion of these segments in the Burn Plan are the responsibility of the Federal agency or agencies whose internal policy requires these segments. State personnel may assist with the preparation of plan segments (m) and (n).

3. **INCIDENT COMMAND SYSTEM:** The Incident Command System will be used to manage all prescribed burns under this Agreement, with cross reference to the "National Interagency Incident Management System, Wildland Fire Qualification Subsystem Guide, Sub-Part 2, Prescribed Fire, PMS 510-1 (Part 2)." The Signatory Agencies agree to accept the prescribed fire qualifications of individuals from each of the cooperating Signatory Agencies.
4. **INCIDENT COMMANDER:** The Incident Commander (IC), also referenced as the fire boss, prescribed fire burn boss, or prescribed fire manager, is the individual with the final authority for the following:
  - a. implementing the PLAN;
  - b. determining that the fuel and weather parameters are suitable;
  - c. determining that all crews and equipment are ready;
  - d. directing all work assignments of personnel until the prescribed burning is completed and the fire is declared out;
  - e. approving and/or amending the PLAN to incorporate operational changes.

The IC does not have the authority to make prescription changes. Such changes require approval by the agency official(s) responsible for approving the prescribed burn plan.

The IC may be a shared position in the same manner as the unified command organization on a boundary fire under the "Cooperative Fire Protection Agreement." Any provisions to share responsibility will include a termination clause for the project.

The IC or Joint IC's jointly shall declare a prescribed burning operation a wildfire when:

- a. the fire burns outside the area designated for burning in the PLAN into an area where reinforced suppression action is required;
- b. the fire escapes unto land under other ownership not a party to this Agreement;
- c. the fire behavior is such that assigned personnel and equipment will not be adequate to maintain control; or
- d. the project cannot be returned to prescription using project funds.

The IC or Joint IC's jointly may declare a prescribed burning operation a wildfire when

- a. the fire behavior is exceeding the PLAN prescription.

5. **COOPERATIVE MANAGEMENT:** When cooperative management of joint prescribed burning operations is indicated in the PLAN, there will be clearly stated provisions for the termination of the cooperative management between ignition and completion of the joint prescribed burning operation within the PLAN.
6. **JOINT USE OF RESOURCES:** This Agreement provides for the exchange of funds for personnel, supplies, or equipment used between agencies for planning, preparation, or implementation of prescribed burning operations. However, it is expected that an equitable balance will exist between the value of services to be expended and benefits received for each participating agency in joint prescribed burning operations. It is mutually agreed that when beneficial to Federal and State agencies, and in conformance with this Agreement and existing laws and regulations, the State and the Federal agencies may procure, loan, lease, share, or exchange services, equipment and support services. This may include, but is not limited to such things as dispatch centers, fire stations, vehicles, fire equipment, remote automatic weather stations, California Prescribed Fire Incident Reporting System software and hardware, and communications equipment.
7. **ASSISTANCE BY HIRE:** Assistance by hire is the provision of wildfire or prescribed fire resources, by one agency to another, on a full reimbursement basis. All requests to hire assistance must be clear and precise and shall be processed and recorded through the dispatching systems. Costs need to be documented prior to the order.
8. **CALIFORNIA PRESCRIBED FIRE INCIDENT REPORTING SYSTEM:** The State and Federal agencies will cooperate in gathering and processing information about meteorology, air quality, planning status, or any other data that can be used to improve the efficiency of burn scheduling, or decrease the likelihood of creating conflicts among burns. This may include purchasing equipment and sharing in the development and use of software such as CAL-PFIRS, a modified version of it, or any other program that State and Federal agencies develop in the future.
9. **REVIEW:** The agency with the highest percentage of cost responsibility in the event of a wildfire will lead a joint review of any wildfires resulting from a joint prescribed burning operation. The review team will include at least one representative of each participating agency. Nothing shall preclude individual agencies from conducting independent reviews or rejecting the conclusions of a joint review.
10. **EMPLOYEE BENEFITS AND COMPENSATION:** It is agreed that employees of the Signatory Agencies shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
11. **ACCIDENT INVESTIGATION:** Whenever an accident occurs involving the equipment or personnel of a supporting agency, the lead agency shall take immediate steps to notify the supporting agency or agencies that an accident has occurred. The lead agency shall conduct an investigation as soon as possible.

12. OFFICIALS NOT TO BENEFIT. No member of, or delegate to, Congress or resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise there from, unless it is made with a corporation for its general benefit.
13. WAIVER OF CLAIMS. In accordance with United States Code Title 42, Chapter 15A, Subchapter I, Section 1856a, the State and the Federal Agencies hereby waive all claims between and against each other, arising in the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

For services satisfactorily rendered, refer to Exhibit B, Attachment I.

**2. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, State shall have no liability to pay any funds whatsoever to Federal agencies or to furnish any other considerations under this Agreement and Federal agencies shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability accruing to the State, or offer an agreement amendment to Federal agencies to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B**  
**ATTACHMENT I**

1. **FIRE SUPPRESSION** The suppression action taken when any wildfire escapes from a joint prescribed burning operation will be conducted in a manner consistent with the Cooperative Fire Protection Agreement. The billing for reimbursement will be consistent with the assignment of suppression cost responsibility and accountability presented in the PLAN, and the Federal Land Management Agency Prescribed Burning Projects Standard Agreement(s).
2. **BILLING**: Any shared cost or other reimbursements will be governed by the existing billing policy of each agency. Such expenditures will be properly documented and will set forth the objective of each undertaking and the role each agency will play in accomplishing that objective. Anticipated costs and the amount of each agency's share including any administrative costs will be shown and itemized. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to the contract coordinator. Billing procedures must be agreed to before the burn implementation and be a part of or incorporated by reference in the PLAN. Nothing herein shall be interpreted as obligating any agency or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.



**Exhibit C**  
**General Terms and Conditions for Federal Agreements**  
**July 26, 2004**

1. **APPROVAL.** This Agreement is of no force or effect until signed by authorized representatives of all Signatory Agencies and approved by the Department of General Services, if required. Signatory Agencies may not commence performance until such approval has been obtained.
2. **AMENDMENT** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Signatory Agencies and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Signatory Agencies.
3. **ASSIGNMENT.** This Agreement is not assignable by the Signatory Agencies, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Signatory Agencies agree that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and Federal auditors shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Signatory Agencies agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Signatory Agencies agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Signatory Agencies agree to include a similar right of the State and Federal auditors to audit records and interview staff in any contract related to performance of this Agreement. (California Government Code 8546.7, Public Contract Code 10115 et seq., California Code of Regulations Title 2, Section 1896).
5. **INDEMNIFICATION CLAUSE:**
  - a. **FEDERAL**

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
  - b. **STATE**

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this Agreement.

- 6 DISPUTES: Signatory Agencies shall continue with the responsibilities under this Agreement during any dispute.
- 7 TERMINATION FOR CAUSE: Any Signatory Agency may terminate this Agreement at any time by giving thirty (30) days' written notice to the other Signatory Agencies. None of the Signatory Agencies shall incur any new obligations for the terminated portion of this agreement after the effective date of the termination and shall cancel as many obligations as possible. Full credit shall be allowed for each Signatory Agency's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- 8 INDEPENDENT CONTRACTOR: Signatory Agencies agree that agents and employees of their respective agencies, in the performance of this Agreement, shall not act as officers or employees or agents of the other Signatory Agencies to this agreement.
- 9 NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Signatory Agencies shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family care leave. Signatory Agencies and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. State and Federal agencies shall adhere to all State and Federal Laws pertinent to their respective organizations as they apply to non-discrimination described within this agreement. Signatory Agencies shall include a similar non-discrimination clause in any resulting contract.
- 10 TIMELINESS: Time is of the essence in this Agreement.
- 11 COMPENSATION: The consideration to be paid by Signatory Agencies to one another, as provided in this Agreement, shall be in compensation for all expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 12 GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California and the United States. It is the intent of the Signatory Agencies that venue shall be in a court located within the geographic boundaries of the State of California.
- 13 ANTITRUST CLAIMS: Each Federal agency by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, each Federal agency shall comply with the requirements of the Federal Acquisition Regulations, Chapter 1, Title 48, Code of Federal Regulations (CFR).
- 14 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Signatory Agencies agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 15 UNION ACTIVITIES: For all contracts, except fixed price contracts of \$50,000 or less, State Agencies acknowledge that:

- a. No State funds received under this Agreement will be used to assist, promote or deter union organizing.
- b. Federal agencies shall adhere to all Federal laws pertaining to Union activities including Title 5 United States Code 7101 as a condition of this Agreement.

16. EXCISE TAX. State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

17. SETTLEMENT OF DISPUTES: In the event of any issue of controversy under this Agreement, the Signatory Agencies may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. Those may include, but are not limited to conciliation, facilitation and mediation.

The heads of the agencies affected by the dispute will make a final determination for dispute resolution if other informal venues have not succeeded. If resolution cannot be reached informally through these methods, the parties may pursue whatever legal remedies they may have.

18. DVBE AUDITS. If State determines this Agreement is subject to disabled veteran-owned business enterprise requirements, State agencies shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. State agencies shall make pertinent records available to State for review, shall permit State access to pertinent records upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the Agreement. Federal agencies shall comply with the DVBE requirements of the Federal Acquisition Regulation as referenced in item 13 of these Terms and Conditions for Federal Agencies.

19. POTENTIAL CONTRACTORS. Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any contractors, and no contract shall relieve Signatory Agencies of their responsibilities and obligations hereunder. Federal Agencies agree to include the necessary Federal Acquisition Regulation clauses relating to indemnification and insurance requirements for any resulting contract pursuant to this Agreement. Each Signatory Agency's obligation to pay its contractors is an independent obligation from State's obligation to make payments to the Signatory Agencies. As a result, State shall have no obligation to pay or to enforce payment of any moneys to any contractor.

20. AGENCY LIABILITY: The Signatory Agencies warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Signatory Agencies for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by

law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

21. **FORCE MAJEURE**: Each Signatory Agency shall not be liable to other Signatory Agencies for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
22. **NON ELIGIBLE ALIEN - All Sole Proprietor Contracts - (SCM 2.07)** Signatory Agencies shall comply with 8, United States Code Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.
23. **PRIORITY HIRING CONSIDERATION - Contracts With a Value in excess of \$200,000**: If a resulting contract will have a total contract value of \$200,000 or more, the Signatory Agencies are hereby advised that they will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid. All requirements as stated in this section pertaining to Priority Hiring Consideration as it applies to State and Federal agencies shall be to the extent required by State or Federal law, respectively.
24. **CONTRACTOR CERTIFICATION - Copyright Laws for Computer Software - IT Agreements Only**: Signatory Agencies certify that appropriate systems and controls are in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
25. The following provisions are made part of this Agreement.
  - a. **Debarment - Federal Regulations**: Government Code Sections 4477 is incorporated by reference into this Agreement.
  - b. **Federal Policy, Federal Disclosure Statement and Disadvantaged Business Enterprise/Small Business Affirmative Steps** are incorporated by reference into this Agreement.
  - c. **Fund Availability - Federal Policy**.
    - I The Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment for services arising from this agreement can be made. No legal liability on the part of the Government for any payment may arise until funds are made available for this and until the party receiving reimbursement receives notice of such availability, to be confirmed in writing by the party providing funding.

2. The Department of Forestry and Fire Protection has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

d Disclosure Requirements – Federal Regulation: Government Code Section 7550 is incorporated by reference into this agreement.

26 WAIVER OF CLAIMS In accordance with 42, United States Code, Section 1856a, the State and the Federal Agencies hereby waive all claims between and against each other, arising in the performance of this agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors

## ATTACHMENT 1

### GLOSSARY

As used in this agreement, the words and phrases set forth in this glossary shall have the following meaning

**ADMINISTRATIVE CHARGE:** That pre-established percentage charge that will be applied by the billing agency.

**ASSISTANCE BY HIRE:** Resources that are to be paid for by the agency. Assistance by Hire resources must be requested by the agency and be recorded by the resource order process within the fire dispatching system of the agencies.

**BOUNDARY FIRE:** A fire burning on or directly adjacent to the direct protection boundary between State and Federal agencies.

**INCIDENT ACTION PLAN:** The Incident Action Plan is a series of Incident Command System Forms used to develop tactics for fire suppression or prescribed fires.

**JOINT PRESCRIBED BURNING:** Joint prescribed burning is defined as involving the unified activity of two or more agencies, state or federal, in the application of prescribed fire

**PERSON, COOPERATOR:** A person or cooperator is any natural person, firm association, partnership, business trust, corporation, company, or any combination thereof, or any public agency

**PRESCRIBED FIRE:** A prescribed fire is defined as the planned uses of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

**ATTACHMENT 2**

**PRESCRIBED BURNING PROJECT STANDARD AGREEMENTS**

- 1 RM-70 Project Standard Agreement: Between State and Federal Agencies.
- 2 Project Standard Agreement: For Federal Agency Use Only.

STATE OF CALIFORNIA  
RM-70 (New, 12/92)

DEPARTMENT OF FORESTRY AND  
FIRE PROTECTION

**FEDERAL LAND MANAGEMENT AGENCY  
PRESCRIBED BURNING PROJECT STANDARD AGREEMENT**

Project Number \_\_\_\_\_

Agreement Number \_\_\_\_\_

Project Name \_\_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the State of California through the Director of the Department of Forestry and Fire Protection, hereinafter called "CDF" and

\_\_\_\_\_, a federal land management agency hereinafter called "FLM," is intended to provide for site preparation, prescribed burning, and necessary follow-up activities of an area controlled and managed by the FLM. The Prescribed Burn Plan (PLAN) and the Incident Action Plan (IAP) for this Project are appended to and made part of this Agreement as Attachment 1.

WHEREAS the FLM certifies that they own and control a proposed prescribed burn area delineated on a map incorporated within the Prescribed Burn Plan for this Project and that this burn area is within the County of \_\_\_\_\_

upon Assessor's parcel numbers \_\_\_\_\_; and

WHEREAS CDF certifies that the Project when successfully completed, will accomplish a purpose enumerated in Public Resources Code (PRC) 4475; and

WHEREAS CDF and FLM have determined that the anticipated public benefit from the proposed project will exceed the foreseeable damage that could result from the proposed Project,

NOW THEREFORE, it is mutually agreed,

1. The term of this Agreement shall commence on the above date and will terminate upon satisfactory completion of the prescribed burning project, but in no event will the term of this agreement exceed three (3) years.
2. As provided in PRC 4475.1, 4475.5, and 4476, CDF and FLM will incorporate all estimated costs within the Prescribed Burn Plan for this Project and apportion the pro rata responsibility for CDF, the FLM and any participating nonfederal Cooperator. CDF estimated costs of Project completion, as a portion of the total, will not exceed the ratio of public benefits to total benefits. The nonfederal cooperators to CDF on this Project accept the responsibility for the estimated costs of private benefits to be created concomitantly with the public benefits. The FLM's estimated pro rata costs, which are itemized within the IAP and the PLAN, of the completed Project will be \_\_\_\_\_ in value.
3. The CDF agrees to indemnify and hold harmless all Cooperators for damages of any nature arising out of the performance of this Prescribed Burning Project with stated conditions. This indemnification will not modify the PLAN preassignment of suppression cost responsibility and accountability between CDF and FLM in the event a wildfire



escapes from the Project

4. The Incident Command, or Incident Command Team, for this Project will be assigned by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. In the event a wildfire escapes from this Project, the preassignment of suppression cost responsibility and accountability from the Prescribed Burn Plan is \_\_\_\_\_ % CDF and \_\_\_\_\_ % FLM.

This agreement with the PLAN, the LAP and the Multi Agreement for Cooperative Use of Prescribed Fire represent the entire contract between CDF and FLM. The Project described within the Prescribed Burn Plan may incorporate several independent agreements with other FLM's or non-federal CDF Cooperators. This agreement may be amended in writing at any time by mutual consent. It may be canceled by either CDF or FLM after giving 30 days notice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

CDF

FLM

**PRESCRIBED BURNING PROJECT STANDARD AGREEMENT**  
**(For Federal Agency Use Only)**

Project Number:

Agreement Number:

Project Name:

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by and between the \_\_\_\_\_ through

\_\_\_\_\_ a federal land management agency hereinafter called "FLM," is intended to provide for site preparation, prescribed burning, and necessary follow-up activities of an area controlled and managed by the FLM. The Prescribed Burn Plan (PLAN) and the Incident Action Plan (IAP) for this Project are appended to and made part of this Agreement as Attachment 1.

WHEREAS the FLM certifies that they own and control a proposed prescribed burn area delineated on a map incorporated within the Prescribed Burn Plan for this Project and that this burn area is within the County of

\_\_\_\_\_  
upon Assessor's parcel numbers \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

WHEREAS FLMs have determined that the anticipated public benefit from the proposed project will exceed the foreseeable damage that could result from the proposed Project

NOW THEREFORE, it is mutually agreed:

1. The term of this Agreement shall commence on the above date and will terminate upon satisfactory completion of the prescribed burning project, but in no event will the term of this agreement exceed three (3) years.
2. FLMs will incorporate all estimated costs within the Prescribed Burn Plan for this Project and apportion the prorata responsibility for each Land Manager, the FLM and any participating nonfederal Cooperator. The FLM's estimated prorata costs,

which are itemized within the IAP and the PLAN, of the completed Project will be \$\_\_\_\_\_ in value.

3. The signatories of this agreement agree to indemnify and hold harmless all Cooperators for damages of any nature arising out of the performance of this Prescribed Burning Project with stated conditions and with the exceptions noted for "Waiver of Claims" in the, Multi Agency Agreement For Cooperative Use of Prescribed Fire. This indemnification will not modify the PLAN pre-assignment of suppression cost responsibility and accountability between signatories in the event a wildfire escapes from the Project.
4. The Incident Command, or Incident Command Team, for this Project will be assigned by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. In the event a wildfire escapes from this Project the preassignment of suppression cost responsibility and accountability from the Prescribed Burn Plan is \_\_\_\_\_ % and \_\_\_\_\_ %

This agreement with the PLAN, the IAP and the Multi Agency Agreement for Cooperative Use of Prescribed Fire represent the entire contract between the signatories of this agreement. The Project described within the Prescribed Burn Plan may incorporate several independent agreements with other FLMs or non-federal CDF Cooperators. This agreement may be amended in writing at any time by mutual consent. It may be canceled by either signatory after giving 30 days notice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



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1. THIS AGREEMENT concerns "Wildland Fire Protection" and is made and entered into as of January 1, 2002, by and between the State of California, through its Director of the Department of Forestry and Fire Protection, hereinafter called the State, and the U.S. Department of Agriculture - Forest Service, through its Regional Foresters for Regions Four, Five and Six (Intermountain, Pacific Southwest and Pacific Northwest Regions), herein after called the Forest Service, the U.S. Department of the Interior - National Park Service through its Regional Director for the Pacific West Region, hereinafter called the Park Service, and the U.S. Department of the Interior - Bureau of Land Management, through its State Directors for California and Nevada, hereinafter called the Bureau. Forest Service, Park Service and Bureau may hereinafter be jointly referred to as Federal Agencies.

### RECITALS

2. "State Responsibility Area " (SRA), sometimes called State and Private lands, upon which the State is responsible for wildland fire protection under California Public Resources Code Sections 4125 to 4127, National Forest Lands for which the Forest Service is responsible, National Park Lands for which the Park Service is responsible, and Public Lands for which the Bureau is responsible, are intermingled or adjacent in some areas, and "wildland" fires on these intermingled or adjacent lands present a threat to the lands of the other. For the purposes of this agreement, lands administered by the Federal Agencies shall be known as "Federal Responsibility Area (FRA)."
3. The State and Federal agencies acknowledge that differences exist between agency missions, but that each will represent the other agency's interests and must possess the recognition, knowledge and understanding of each other's mission objectives, authorities and policies. To the extent that "incident" objectives allow, each agency agrees to honor and aggressively pursue remedies to emergency fire situations that are consistent with what the other agency would have done had it been present. In "unified command" incidents, Incident Commanders must recognize each agency's mission objectives, authorities, and policies and agree as to how they will operate in compliance with same.
4. To provide a level of wildland fire protection for the intermingled lands "equivalent" to similar lands protected directly by the State or the Federal Agencies, the said intermingled and adjacent lands have been divided into practical "Direct Protection Areas" (DPAs) delineated by boundaries regardless of statutory responsibility, and this protection is assumed by administrative units of either the Federal Agencies or the State.
5. The Federal Agencies and the State have agreed upon and have caused to be delineated upon maps filed in the offices of each agency the DPAs in which each assumes the responsibility of maintaining a wildland fire protection system. Said maps show the established DPAs and are kept current on an annual basis in accordance with Exhibit E, Changes to Direct Protection Area (DPA). CDF Fire Protection Headquarters Section will be the repository for the master set of maps.

6. The State and the Federal Agencies need to assist each other on “suppression” of wildland fires adjacent to DPA boundaries and make provisions for use of each other's fire protection resources.
7. The State and the Federal Agencies have established fire plans applicable to their respective DPAs. Such plans describe the personnel, equipment and administrative support necessary to provide acceptable levels of wildland fire protection capabilities to meet agency objectives.
8. The State and the Federal Agencies desire to cooperate to the maximum extent possible to achieve objectives of common interest and concern. The concept of a functionally integrated fire protection system, involving Federal, State and Local government resources, is the most effective method of delivering fire protection where life, property and natural resource values are at risk.
9. Words and phrases used herein may have different meanings or interpretations for different readers. In order to reach a common understanding, words and phrases are included in a Glossary attached hereto as EXHIBIT A. The first time a word or phrase contained in the Glossary is used in the agreement or an exhibit, it will appear in quotation marks.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

## TERMS AND CONDITIONS

### INTERAGENCY COOPERATION

#### 10. Interagency Annual Meetings

Meetings with representatives from each signatory agency are recommended annually to ensure the cooperative goals of this agreement are being met. These meetings are intended to be meetings of the Program Directors and Agency Chiefs with Fire Program responsibility.

These meetings are intended to be opportunities for top-level management to discuss any issues and share all information needed for the most efficient cooperation between the fire agencies. Other levels of the agencies, like zones and local units, are encouraged to meet as necessary for their efficient interagency operations. Representatives at any level of the agencies are encouraged to meet with all or individual agencies as needed whenever issues indicate a need.

#### 11. “California Wildfire Coordinating Group”

This agreement is evidence of the level of cooperation and integration between major wildland fire protection agencies in California. However, changes will continue to occur over the duration of this agreement, as well as many daily issues that cannot be addressed in such a document. To ensure a coordinated approach to resolution of such changes and issues, the parties to this agreement agree to participate in the California Wildfire Coordinating Group. To facilitate representation of the Forest Service at meetings of this group, as well as for other on-going routine issues, the Regional Forester for Region Five (Pacific Southwest), or his/her designee, in coordination with Region Four and Region Six, will represent all Forest Service Regions covered by this agreement.

#### 12. Interagency Technical Committees

The State and Federal Agencies may charter interagency technical committees to study areas of concern, including but not limited to communications, training, field operations, information systems, dispatching, “fire prevention”, aviation and fiscal issues.

### DIRECT PROTECTION AREAS (DPAs)

#### 13. DPA Boundaries

DPA boundaries will delineate the dividing line between land that will be provided wildland fire protection by the State and land that will be provided wildland fire protection by the Federal Agencies. DPA boundaries will be established by mutual consent.

Existing protection organization and facilities, response time, land ownership patterns, values to be protected and pertinent statutes and regulations will be considered when determining the location of the DPA boundaries. DPA boundaries will be recorded on “official maps” of the involved agencies.

The DPA boundaries will be reevaluated during preparation of each Operating Plan and during each “field review.” When the need to change a DPA boundary is identified, the State Unit Chief and the Bureau Line Officer, Park Superintendent, or Forest Supervisor will recommend such a change for review and approval by the Director and appropriate State Director, Regional Director, or Regional Forester. Exhibit E delineates the process for documenting, approving and recording changes to DPA. Whenever such a change is contemplated, the remaining parties to this agreement that are not directly affected by the change shall be notified to review potential indirect effects. The Director, Regional Forester, Regional Director or State Director may initiate independent reviews of DPA boundaries.

The responsible parties will maintain accurate records of acreage involved in this agreement hereto.

14. Operating Plans

The State and Federal Agencies shall jointly develop and annually review “Operating Plans” which will document the location of the DPA boundary of each agency, and detail the subjects identified in the Operating Plan Outline attached hereto as EXHIBIT B. Operating Plans will be consistent with Federal Agency and State policy and the terms of this agreement and may be more detailed than the Outline.

An Operating Plan will be mutually prepared and approved by each Bureau Field Office, National Park Service Unit, or National Forest and the appropriate State Unit. The Operating Plan will be a local working document that is developed between the various Bureau Field Offices, National Forests, National Park Service Units and the appropriate State Units, and shall be an attachment to the Cooperative Fire Protection Agreement. It shall be forwarded to the CDF Director and the BLM State Director, NPS Regional Director, or FS Regional Forester by May 15, following approval by the designated State representative and the Bureau Line Officer, Park Superintendent or Forest Supervisor.

15. Protection of State Responsibility Area (SRA)

The State and the Federal Agencies shall jointly develop and review the Operating Plan for the protection of SRA located within Federal Agency DPAs. As identified in the Operating Plan, the Federal Agency, within the limitations of Federal authority and policy, will provide wildland fire protection at a level which is most nearly equivalent to the wildland fire protection that would be provided directly by the State on SRA of equal hazard, risk and value. Federal law regarding the obligating of Federal appropriations prohibits expenditures of wildland fire protection funds when there is no Federal interest in the lands. Fires

occurring on any SRA in the DPA of the Federal Agencies will virtually always be a threat to FRA. It is in the Federal interest to protect these lands when a threat occurs, therefore any assistance requested of the State, other than "Mutual Aid", will be "Assistance by Hire".

16. Protection of FRA

The State and Federal Agencies shall jointly develop and review the Operating Plan for the protection of FRA located within State DPAs. As identified in the Operating Plan, the State will provide wildland fire protection at a level, which is most nearly equivalent to the wildland fire protection that would be provided directly by the Federal Agencies on FRA of equal hazard, risk and value. State law regarding the obligating of State appropriations prohibits expenditures of these funds when there is no threat to SRA lands. Fires occurring on any FRA in the DPA of the State will virtually always be a threat to SRA. When such is the case, any assistance requested of the Federal Agencies, other than Mutual Aid, will be Assistance by Hire. The Federal Agencies retain all land management responsibilities except for wildland fire protection on FRA within the area where the State has Direct Protection Responsibility. This does not preclude the Federal Agencies from conducting fire prevention activities on these lands.

17. Protection of Local Responsibility Area (LRA)

Lands that are not SRA or FRA are considered "Local Responsibility Area" (LRA). Although LRAs are intermingled with and/or adjacent to SRA and FRA, the local government agencies protecting LRA are not parties to this agreement.

Situations can exist where LRA is threatened or burned by "wildfires" involving SRA and/or FRA. When this occurs, the jurisdictional and financial responsibility for fire protection of the LRA rests with the local government agency(ies). Consequently, the local government agency(ies) may become a legitimate and appropriate party to an interagency "cost share agreement." Procedures for initiating interagency cost share agreements involving LRA are detailed in paragraph 61, Local Government Agency Involvement in Cost Sharing.

The decision to seek reimbursement for costs associated with wildfires involving LRA is an agency policy issue and will be addressed on a case-by-case basis.

FIRE PROTECTION RESPONSIBILITIES

18. Protecting Agency

For the purpose of this agreement, the parties hereto shall be distinguished as follows: The agency responsible for the suppression of a fire because of its location shall be called the "protecting agency". Agencies not possessing such responsibility for fire suppression shall be called the "supporting agencies."

19. Fire Protection Fiscal Responsibilities

All costs incurred to meet the protection responsibility within each agency's DPA will be the responsibility of that protecting agency. This fiscal responsibility includes special management considerations as identified in the Operating Plan.

20. Changes in Fire Protection

When changes in the fire protection organization (i.e., a permanent or long term relocation of personnel and equipment) which will directly affect the protection level assigned to lands protected by one agency for another are anticipated, the affected agencies will be notified.

Any response to a projected reduction of resources having statewide or regional impact will be coordinated by the Director, the State Director, the Regional Director and the Regional Forester to mitigate impacts.

21. Attack Responsibilities and Fire Notification


Unless otherwise provided in the Operating Plan, each agency shall take prompt action to suppress all wildfires on, or threatening lands in its DPA. The Federal Agencies will notify State of fires burning on or threatening SRA under Federal Agency direct protection in a timely manner. State will notify Federal Agencies of fires burning on or threatening FRA under State direct protection in a timely manner.

22. Closest Forces

The State and the Federal Agencies agree to adopt the "Closest Forces Concept" for "initial attack." This philosophy dictates that the closest "available" appropriate resources regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to "initial attack fires" is in the best interest of all agencies. This concept should be used for planning without regard to direct protection responsibility. This philosophy of closest forces will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property.

Beyond initial attack, the closest forces concept is modified and the protecting agency will apply the philosophy of the "Most Appropriate Resource" to aid in the suppression of a wildfire.

23. Integrated Fire Protection Resource Use

quently, life, property and resource value threats mandate aggressive fire suppression resource application both in initial attack and in large fire operations. The State and Federal Agencies jointly acknowledge the necessity of mobilizing a suppression force that is capable of meeting incident objectives. Specifically, the agencies agree:

1. An integrated fire protection system, involving federal, state and local government resources, is the most effective method of delivering fire protection where life, property and high resource values are at risk.
2. A fully integrated initial attack force of suppression resources, including local government resources, is advantageous because it allows Incident Commanders to assign appropriate resources to objectives that complement their design. The agencies agree to aggressively pursue integrated resource initial attack plans where appropriate.
3. If incident priorities mandate that suppression resources are assigned to tactical operations that are different from their design and purpose, the Incident Commanders will adjust incident assignments as soon as it is reasonable and priorities allows. Further, the Incident Commanders will recognize the needs for specialized equipment in their resource orders.

24. Appropriate Suppression Action Policies


The State and Federal Agencies agree to adopt “appropriate suppression action” policies. Except where modified by the terms of this agreement as negotiated and specified in the Operating Plan or the Wildland Fire Situation Analysis (WFSA), all fire suppression activity, including “repair of suppression activity damage”, will be consistent with protecting agency policy.

The Special Management Considerations section of each Operating Plan will establish procedures and criteria for agencies to communicate land management considerations to Incident Commanders.

Any restrictions to normal firefighting tactical techniques, such as use of heavy mechanized equipment in “special management areas” (e.g. wilderness areas, wild and scenic rivers, roadless areas, and archeological sites) will be delineated on “protection unit” maps or otherwise identified in Operating Plans.

Procedures for the protection of special management areas will be acknowledged and included in Operating Plans. The Incident Commander will include these special conditions in the incident planning process.

25. Threat and Risk

 Each agency assumes a responsibility and role in suppressing fires within their DPA. In some cases suppression actions and associated costs are driven by opportunity and perceived threat to exposed resources, or life and property values. Perceived threat and risk to unburned areas can require more intensive efforts and higher costs in one agency's responsibility area. When a fire is perceived to threaten or threatens the jurisdiction of another agency, the threat and risk can be considered in determining the share of costs actually expended.

26. Wildland Fire Situation Analysis (WFSA)

Federal Agency policy requires that a WFSA be completed for all fires on or threatening FRA that escape initial suppression action. The procedure requires the Federal Agency to participate in developing incident objectives for the suppression action. When fires occur on State-protected FRA, the responsible Federal Agency will actively involve the State in this process. Operating Plans will contain procedures for completion and approval of the WFSA. Final responsibility for strategy and tactical implementation within the selected alternatives in the WFSA shall rest with the Incident Commander.

Similarly, for fires occurring on Federally-protected SRA which may require a WFSA, the STATE shall participate in the WFSA process.

27. Suppression of Fires on DPA of Another Agency

Any participating agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands that are under the direct protection of another agency. None of the parties to this agreement shall perform any fire suppression action that is contrary to limitations found in the appropriate Operating Plan. The protecting agency may assume command of all fire suppression action when a qualified Incident Commander of that agency arrives at the fire.

28. Boundary Fires-Between State and Federal Agencies

A fire burning on, or directly adjacent to, the DPA Boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. Each agency will bear the cost of its initial attack forces on a "boundary fire". Unless it is determined that the fire is confined to the DPA of either the State or the Federal Agencies, a unified command organization will be implemented. For unified command, the Incident Commanders of the involved agencies shall mutually agree upon fire suppression objectives, strategies, commitment of agency suppression resources and establishment of the Unified Ordering Point (UOP), (Reference Exhibit D, Unified Ordering Point).



If it is determined that the fire is confined to the DPA of either the State, the Bureau, the Park Service, or the Forest Service, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.

29. Boundary Fires - "Contract Counties"

State law provides that a county may, with the concurrence of the State, elect to assume responsibility for the fire protection of SRA and that the State may enter into a contract with said county for necessary protection. The State has entered into such a contract with the counties of Marin, Kern, Santa Barbara, Ventura, Los Angeles, and Orange that are hereinafter referred to as contract counties. These contracts are for the protection of SRA only, as State law does not provide for the State to contract with these counties for the protection of FRA. The protection of any FRA, LRA and improvements rests with the appropriate Federal Agency(ies) and/or local agency fire department(s) respectively.

A contract county is responsible for the command of all firefighting forces on fires in SRA within the county DPA. The contract county will make an aggressive initial attack on all fires and make a reasonable and substantial commitment of county or local mutual aid forces before requesting State assistance. If it is determined that State paid suppression assistance is required, the State will assign an Agency Representative or Agency Administrator. The Agency Representative or Agency Administrator will determine and authorize the State's fiscal responsibility. In the absence of an Agency Representative or Agency Administrator, the appropriate State Region Command Center (RCC) will determine and authorize the State's fiscal responsibility. The responsibility and authority for any expenditure of State emergency funds must rest with a State forest officer, typically the assigned Agency Representative or Agency Administrator.

30. Contract County Resource Costs

The state may pay for certain contract county resources used on SRA fires within the county provided their use is approved by the State. Such payments are in addition to the regular contract amount. Conversely, there are certain contract county resources that the State will not pay for when used on an SRA fire within the county. Because of the potential for State financial involvement on SRA fires in the contract counties, significant boundary fires involving the Federal Agencies will become cost share fires between the State, the Federal Agencies and possibly the contract county.

Contract County resources are eligible for reimbursement by Federal Agencies under local agreements when ordered by a Federal Agency to work initially in the Federal DPA, outside of established mutual-aid period. In cost share situations, these costs will be accepted in the cost pool.

31. Protection Priorities

The State and Federal Agencies agree that they mutually share technical responsibilities for all values at risk from wildfire within their respective DPAs. Further, each agency agrees that incident management objectives will provide for firefighter safety first and recognize the following priorities:

1. Threat to human life.
2. Threat to property (e.g., structures, improvements, and communities) and natural/cultural resources.


To the extent that incident objectives allow, the State and Federal Agencies agree to honor and aggressively pursue remedies to emergency fire situations that are consistent with what the other agencies would have done had they been present. Specifically, the State and Federal Agencies acknowledge the necessity of demonstrating aggressive diligence in protecting structures and improvements from wildfire and protecting wildland and watershed from structure and improvement fires.

32. Payment of Structure Protection

For wildfires within a State or Federal Agency's DPA, that agency will bear financial responsibility for all costs resulting from actions taken by that agency's Incident Commanders in suppression efforts and in minimizing damages to exposed life, property and natural resource values. An exception to this would be costs that are reasonably incurred by the local agency in its jurisdiction while providing structural fire protection.

For wildfires involving multiple DPA's, those agencies will bear the financial responsibility for costs resulting from the actions taken by the Incident Management, as documented in the signed cost share agreement.

In situations when local government fire protection agencies order additional resources and initiate additional actions beyond the level deemed necessary by the Unified Command, the local agency is responsible for the costs. The additional resources would be obtained through either a local agreement or the "Master Mutual Aid Agreement".

Structure Protection Payment Guidelines and scenarios are identified as Exhibit G, Structure Protection Guidelines, of this agreement. 

33. Non-Wildfire and Other Emergency Responses

This agreement is limited to wildland fire protection. However, the State and Federal Agencies may, where laws and regulations allow, assist one another on a reimbursable basis

in any non-wildfire emergency response as long as the requested resources are available and all other provisions of the agreement are met.

34. General Fire Prevention Policies

All fire prevention actions, including “Fire Safe Planning”, conducted by the protecting agency in its DPA on lands of the other agencies will be consistent with the protecting agency's general fire prevention activities and the terms of this agreement. Fire prevention program planning will be coordinated between agencies to determine appropriate levels of service as identified in the Operating Plan.

The State and the Federal Agencies, through interagency efforts, where possible, shall develop goals, objectives and expectations for interagency fire prevention activities. Specific fire prevention activities will be developed by local interagency fire prevention committees and identified in the Operating Plan consistent with Exhibit F, Fire Prevention, of this agreement.

35. Prescribed Fire Management

Specifics for the cooperative use of “prescribed fire” are covered in the Interagency Agreement for Cooperative Use of Prescribed Fire.

In the event a wildfire results from prescribed burning operations of CDF or a Federal Agency, as distinguished from joint prescribed burning operations, sole responsibility and accountability for the costs of suppression rest with that agency.

36. “Wildland Fire Use”

In the event a wildfire results from Wildland Fire Use operations of CDF or a Federal Agency, sole responsibility and accountability for the costs of suppression rest with that agency. The most appropriate resources should be assigned to Wildland Fire Use.

JOINT USE OF RESOURCES

37. Two Categories of Suppression Resources

Joint use of fire suppression resources is divided into two categories, herein called Mutual Aid and Assistance by Hire.

38. Mutual Aid

For the purposes of this section, Mutual Aid is that automatic initial attack response by suppression resources and specified in the Operating Plan for specific pre-planned initial attack response areas. The Operating Plan will identify those initial attack resources that will

be provided at no cost to the protecting agency as mutual aid. Mutual Aid will be limited to 24 hours from the time of initial report. Mutual Aid resources should be released as soon as possible. In no case shall they be held beyond the 24-hour mutual aid period without consent of the supporting agency. All assistance beyond these Mutual Aid periods will be Assistance by Hire, and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged, including pilot(s)) shall always be Assistance by Hire.

39. Assistance by Hire

Assistance by Hire is the provision of fire suppression resources, by one agency to another, on a full reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the participating agencies. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The State may provide out-of-state assistance to the Federal Agencies when requested. Such assistance will be assistance-by-hire unless otherwise specified as mutual aid in Operating Plans pursuant to this agreement.

Except for Mutual Aid, all requests for fire suppression assistance in an agency's DPA shall be Assistance by Hire. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered a voluntary contribution.

40. Initial Attack

The State and Federal Agencies agree to aggressively pursue initial attack plans that utilize closest fire suppression resources. Each protection unit will identify pre-planned initial attack response areas within its' DPA.

41. Move-up and Cover

"Move-up and Cover" can be either Mutual Aid or Assistance by Hire as specified in the Operating Plan. Move-up and Cover is limited to moving supporting agency engine companies into protecting agency facilities that have been temporarily vacated because of emergency activity. The protecting agency may provide vehicle fuel, minor maintenance, and lodging at no cost to the supporting agency. Resources on Mutual Aid Move-up and Cover will remain Mutual Aid until released or exceed 24 hours.

42. Dispatching Services

Routine dispatching services by the supporting agency will be at no cost to the protecting agency. If additional dispatching services are requested through a resource order, those services will be Assistance by Hire.

43. Organized Emergency Crews

Organized Emergency Crews (e.g., On Call Crews and Contract Crews), usually consisting of 20 persons that are organized, trained, and supervised by the Federal Agencies, are available for State use. Organized Emergency Crews currently under Federal Agency hire can be sent to State fires without changing payroll systems. Salary and transportation costs will be reimbursed as Assistance by Hire. Federal Agency Crew Technical Specialists accompanying an Organized Emergency Crew will be reimbursed as Assistance by Hire.

44. Motorized Ground Equipment

Use rates for all State and Federal Agency-owned motorized ground equipment (including operators) provided as Assistance by Hire shall be paid at the rate established by each agency for its equipment. Rates for motorized equipment will include motor fuels and lubricant costs. Charges for motor fuels and lubricant costs supplied by the protecting agency will be billed separately.

The State and Federal Agencies agree to jointly use Emergency Equipment Rental Agreements (EERAs) and Interagency EERA rates for privately owned equipment hired for fires. Instruction for administering these agreements has been provided in the California Interagency Emergency Equipment Rental Rate Packages submitted to each agency's operational and administrative units.

45. Aircraft

Interagency use of, and billing for, aircraft will be in accordance with procedures mutually established by the State Director, the Regional Director, the Regional Forester and the Director. Interagency aircraft use guidelines are attached hereto as Exhibit C. Aircraft contracts require their contractors to bill the "contracting agency" for all payments due. State and Federal Agencies' contract aircraft used by other parties herein under the Assistance by Hire terms of this agreement will be paid by the contracting agency. The contracting agency will, in turn, bill the using agency for all Assistance by Hire aircraft use. The "administrative charge", used for all Assistance by Hire billings, will be added to all charges for use of contract aircraft.

The State and Federal Agencies agree to bill each other only for like aircraft costs. These costs are divided into two categories: Flight and Availability. The Operating Plan for

Cooperative Incident Billing Procedures contains additional definitions and explanations on aircraft billings.

46. Personnel

With the exception of personnel included in Mutual Aid, each agency shall submit a bill which shall include salary, overtime, employee benefit cost, travel, and subsistence (including lodging) related directly to the fire, for all personnel ordered by the protecting agency.

47. California Interagency Incident Management Teams

Management of wildland fires in California has become more complex for all agencies and repeatedly involves multiple agencies when fires exceed initial attack efforts. The State and Federal Agencies also have found it more difficult to staff agency Incident Management Teams. The structure of Incident Management Teams within California will be jointly reviewed annually by the State and Federal Agencies.

48. Duration of Assignments

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments are dictated by each agency's policy. Extension of assignments beyond the agency policy may be requested. It is the responsibility of the protecting agency to request relief personnel in advance of the supporting agency's policy time limits. The protecting agency is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the State and Federal Agencies agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow.

49. Obtaining and Replacing Fire Supplies

Either the State or Federal Agencies may elect to procure fire equipment and supplies from each other for fire suppression or fire replacement. Orders for fire suppression equipment, including fire hose, tools, sleeping bags, headlamps, rations and other equipment will be processed through established channels. Replacement of agency-owned expendable tools and supplies lost, damaged or expended by the supporting agency may be reimbursed except as provided in paragraph 68, Waiver of Claims.

50. California National Interagency Caches

The California National Interagency Caches are part of the national system that supports wildland fires as a primary mission but will support non-fire incidents when it does not adversely affect its primary function. It is essential for cache items to be promptly returned in accordance with loss/tolerance limits so the cache is available to supply future incidents.

The State agrees to comply with established National Fire Cache procedures as outlined in the “California Mobilization Guide” and National Fire Cache Operating Plan.

51. Facilities, Equipment and Support

It is mutually agreed that when beneficial for the protection of FRA and/or SRA, and in conformance with existing laws and regulations, the State and the Federal Agencies may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as administrative facilities, dispatch centers, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automatic weather stations, lightning “detection” equipment and communications equipment. Any operational costs required for such use may be shared and reimbursable by the using agency. Any shared cost or reimbursements will be governed in accordance with existing policy of each agency and documented in a “Facility Operating Plan”. Whenever it has been agreed between a Federal Agency and the State that mutual benefit exists, any fees for such use, as might be found in Special Use permits or other similar documents, may be waived.

52. Interagency Use of Communications/Information Systems

The State and Federal Agencies may mutually agree to share components of their communications and information management systems such as: radio frequencies, computer networks, automated dispatching and resource ordering systems, data transmission lines and communications sites. Further, the agencies agree to work cooperatively in the further development, deployment and utilization of such systems and facilities. The Director and the Regional Forester, Regional Director or State Director will approve such agreements. Operating Plans detail any restrictions or special requirements of this sharing.

53. Federal Agencies Weather Data Processing System

The State and Federal Agencies agree to collaborate in providing fire weather services. The State will be permitted use of the Federal Agencies’ weather data processing system. Use of the system will be from computer terminals in Sacramento and various locations owned by the State. When the State uses the system, the identifying account numbers assigned by the Federal Agencies to the State will be used.

54. Remote Automatic Weather Stations (RAWS)

The State and the Federal Agencies will cooperate in the gathering, processing and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software. The State and the Federal Agencies will jointly evaluate any new California locations where installation of RAWS is contemplated to prevent site overlap.

55. Cooperative Training

The State and the Federal Agencies will cooperate in the development of interagency courses and assist in conducting National Fire Fighter Joint Apprenticeship (NatJAC) raining and other multi-agency training sessions. All agencies will cooperate to make maximum use of existing personnel, equipment and facilities for training purposes through the development of an annual "Training Operating Plan". Any payment will be made in accordance with existing policy and regulations.

56. Post-Incident Action Analysis

To benefit from lessons learned on fire incidents falling under the terms of this agreement, the State and Federal Agencies may from time to time conduct a post-incident action analysis. In all cases, these critiques or reviews will be conducted jointly by the State and the affected Federal Agency(ies) and will follow discussions between the Incident Commander and the appropriate Line Officer.

GENERAL PROVISIONS

57. Appropriate Fund Limitation

Nothing herein shall be interpreted as obligating the Federal Agencies or the State to expend funds or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this agreement.

58. Procurement Authority

Procurement costs incurred by one agency in support of another agency, which are reasonable and prudent, may be charged back to the protecting agency. Whenever a State or Federal Agency is managing an incident (including an incident within another agency's DPA), those agencies must comply with the procurement regulations of their respective agencies. In such situations, the protecting agency should provide appropriate staff to represent that agency's fiscal concerns and procurement and contracting requirements.

59. Accounting for Assistance by Hire Costs

The State and the Federal Agencies will document all expenditures incurred for providing Assistance by Hire services under the terms of this agreement. Expenditures include both direct costs and indirect or administrative costs. The administrative charge, used for all Assistance by Hire billings, will be applied to all direct costs. The State and the Federal Agencies shall use a comparable method to determine the rate for such administrative charges. All costs will be calculated using established agency procedures.



60. Cost Sharing

INCIDENTS -A cost share agreement will be prepared when there is: (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across DPAs of the State and Federal Agencies and the Mutual Aid period has been exceeded. The State and the Federal Agencies have agreed upon methods for determining cost share procedures. These methods are described in the California Interagency Administrative Guide.

INCIDENT SUPPORT AND COORDINATION OPERATIONS – The State and Federal Agencies agree to jointly share the cost of incident support and coordination operations.

1. Separate cost share agreements will be developed for incident support and coordination operations. Redding and Riverside OCCs require special consideration (refer to #5 below).
2. Typically, cost share agreements for incident support and coordination operations will include the costs generated by management groups and resources not ordered for a specific fire incident. The responsibility for the development of such an agreement will reside with the managers of the support or coordination operation that has been mobilized.
3. Actual costs should be accounted for separately by using an appropriate order number for each agency and support facility and not intermingled with specific fire incident costs. Cost shares will be developed for each unique support operation. As the methodology may vary with each location and situation, it will be documented in the resulting cost share agreement.
4. These incident support and coordination operations need to be staffed to redeem their financial responsibilities, including cost share agreements. The management of these operations should include a Finance Section Chief and any needed administrative support positions.
5. Absent a separate negotiated cost share agreement by the State and Federal OCC Coordinators, the costs involved with the Operation Coordination Centers at Redding and Riverside will be the responsibility of the ordering agency.
6. The guidelines for developing for Incident Support and Coordination Operations Cost Shares are described in the California Interagency Administrative Guide.

61. Local Government Agency Involvement in Cost Sharing

The State and Federal Agencies recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with the protection of LRA. When developing cost share agreements, LRA shares will be identified even though those shares

may be absorbed by the State or Federal Agencies. In the event a responsible local government agency is unable or unwilling to become a party to a cost share agreement, the LRA cost shares will be assigned to the State and/or Federal Agencies using the following logic:

1. If the LRA that was burned, or threatened, is entirely related to one agency's DPA, then that agency will assume the responsibility for negotiations for recovery of LRA costs.
2. If the LRA that was burned, or threatened, is related to the DPA of the State and one or more of the Federal Agencies, then the LRA cost share will be apportioned between the respective agencies based on an agreement between the Incident Commanders, and the negotiations for recovery of LRA costs will be assumed by the involved agencies.
3. The decision to seek reimbursement for costs associated with protection of LRA is a policy issue for each of the parties to this agreement that will be addressed on an individual case basis. The agency with the greatest percentage share will typically lead the reimbursement effort.

62. "Cost Apportionment" and "Cost Share Settlements"

For incidents which involve multi-operational periods and/or high cost incidents, as determined by Incident Commanders, for which cost sharing is appropriate, Incident Commanders will use cost apportionment methods in developing incident cost share agreements. Cost apportionment methods are described in the California Interagency Administrative Guide. State and Federal Agency Cost Apportionment Technical Specialists (CATS) will be trained and available to assist an incident command in developing the cost share documentation and agreements for appropriate incidents. These technical specialists will be available through normal ordering and dispatching channels.

Cost share settlement meetings will be conducted in accordance with the Operating Plan for Cooperative Incident Billings Procedures.

63. Billing Procedures

For any incidents or other actions where costs are incurred pursuant to the terms of this agreement, the agencies will comply with the processes and procedures established in the Operating Plan for Cooperative *Incident* Billing Procedures.

64. Employment Policy

It is agreed that employees of the parties to this agreement shall at all times be subject only to the laws, regulations, rules, and Memorandum of Understanding (MOU) governing their


employment, regardless of agency, and shall not be entitled to compensation or other benefits or terms and conditions of employment.

65. Mutual Sharing of Information

The State and the Federal Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports, including, but not limited to, fire reports, employment records, and law enforcement reports as either party considers necessary in connection with the agreement, in accordance with applicable State and Federal rules and regulations.

66. Suppression and Damage Collection

The State and Federal Agencies reserve the right to pursue independent and separate courses of litigation and cost collection for suppression and damages on those fires that affect both State and Federal interests. Any costs recovered as a result of independent litigation will not be subject to apportionment with other affected agencies. Whenever collections that result from joint legal action have the effect of reducing the net expenditures of the State or the Federal Agencies to accomplish services provided for in this agreement, then such collections may be reported and shared proportionately, after deducting the cost of collection, with the affected agencies.

Refer to the Operating Plan for Cooperative Incident Billing Procedures for information on Cost Share Settlements Involving Civil Cost Recovery or Court Ordered Restitution. 

67. Accident Investigations

Whenever an accident occurs involving the equipment or personnel of a supporting agency, the protecting agency shall take immediate steps to notify the supporting agency that an accident has occurred. As soon as practical, the protecting agency shall conduct an investigation of the accident. A team made up of appropriate representatives from all affected agencies shall conduct the investigation. See Exhibit C, Interagency Aircraft Utilization Guidelines, for aircraft accidents.

Investigation cost for personnel will be agency specific and will be borne by the sending agency. Other accident or incident investigation costs are the fiscal responsibility of the agency(ies) that has jurisdiction and/or investigative responsibility.

The sharing of information between agencies on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

68. Waiver of Claims

The State and the Federal Agencies hereby waive all claims between and against each other, arising in the performance of this agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors.

69. Officials Not to Benefit

No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise there from, unless it is made with a corporation for its general benefit.

70. Mutual Interest Projects

The State and the Federal Agencies may jointly conduct appropriate mutual interest projects to maintain or improve the fire protection capability of these agencies. Such projects will be properly documented and will set forth the objective of each undertaking and the role each agency will play in accomplishing that objective. Anticipated cost and the amount of each agency's share of the cost will be shown and itemized. An agreement should be executed whenever such a mutual undertaking is of a localized nature, involves an exchange of funds, and/or involves a considerable exchange of services.

Such agreements shall not be in conflict with the terms of this agreement.

71. Previous Agreement Canceled

This agreement supersedes and cancels the Cooperative Fire Protection Agreement, CDF #7CA61373, entered into on January 1, 1997, between the Forest Service, the Bureau, the Park Service, and the State.

72. Duration of Agreement

The term of this agreement shall commence on the last signatory date below, and shall continue through December 31, 2006, unless sooner terminated upon 60 days prior written notice between the State, the Bureau, the Park Service, and the Forest Service.

73. Amendments Procedure

This agreement may only be amended by written mutual consent of the parties hereto.

74. Examination and Audit

Federal Agencies and the State shall be subject to examination and audit for three years after final payment under the terms of this agreement. Examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the cost of administration.

75. Nondiscrimination

The State and Federal Agencies shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000-6); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for reasonable accommodation in hiring of persons with disabilities; (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et seq.); and (e) USDA 9 AR, Title VI Implementation Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

REGIONAL FORESTER  
USDA FOREST SERVICE  
REGION FOUR

By: [Signature]  
DIRECTOR

Date: 10/01/01

By: [Signature]  
REGIONAL FORESTER

Date: 2/28/02

STATE DIRECTOR  
USDI BUREAU OF LAND MANAGEMENT  
CALIFORNIA

REGIONAL FORESTER  
USDA FOREST SERVICE  
REGION FIVE

By: [Signature]  
STATE DIRECTOR

Date: 2/1/02

By: [Signature]  
REGIONAL FORESTER

Date: 2/28/02

REGIONAL DIRECTOR  
USDI NATIONAL PARK SERVICE  
PACIFIC WEST REGION

REGIONAL FORESTER  
USDA FOREST SERVICE  
REGION SIX

By: [Signature]  
REGIONAL DIRECTOR, John J. Reynolds

Date: 1/28/02

By: [Signature]  
REGIONAL FORESTER

Date: APR 17 2002

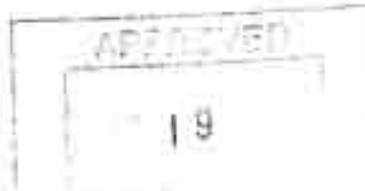
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NPS #H8000020001  
FS #01-FI-11052012-212  
BLM #BAI021002

STATE DIRECTOR  
USDI BUREAU OF LAND MANAGEMENT  
NEVADA

By: *Robert C. Kelley*  
STATE DIRECTOR

Date: 2-22-02

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES



*Sebastian Trevin*





## COOPERATIVE FIRE PROTECTION AGREEMENT

### EXHIBIT A

### GLOSSARY

**ADMINISTRATIVE CHARGE:** That pre-established percentage charge that will be applied by the billing agency.

**AGENCY AIRCRAFT:** Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to the State or Federal Agencies.

**AGENCY REPRESENTATIVE:** A supporting agency employee with full authority to make decisions on all matters affecting that agency's participation at the incident.

**APPROPRIATE SUPPRESSION ACTION:** Fire suppression action consistent with protecting agency fire suppression policy, except where modified by Operating Plans or WFSA.

**ASSISTANCE BY HIRE:** Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the protecting agency. Reimbursement is on an actual cost basis.

**AVAILABLE:** Following the Incident Command System protocols, the status of a fire fighting resource that indicates its availability for assignment on an incident.

**BOUNDARY FIRE:** A fire burning on or directly adjacent to the Direct Protection Boundary between the State and the Federal Agencies.

**CALIFORNIA MOBILIZATION GUIDE:** Interagency procedures for requesting, documenting and sending resources to incidents within the State of California.

**CALIFORNIA WILDFIRE COORDINATING GROUP (CWCG):** Executive level interagency committee made up of representatives from the Forest Service, California Department of Forestry and Fire Protection, Bureau of Land Management, National Park Service, USDI, Bureau of Indian Affairs, USDI, Fish and Wildlife Service, Local Government and California Office of Emergency Services.

**CALL-WHEN-NEEDED (CWN):** Generally refers to aircraft certified by the State or Federal Agencies for intermittent use.

**CLOSEST FORCES CONCEPT:** The philosophy of committing the closest available appropriate resources, regardless of ownership, as described in the Operating Plan, to a wildfire for initial attack or for critical need.

**CONTRACT COUNTY:** Six county fire departments within the State of California that provide initial attack fire suppression to the State responsibility Area within each County through agreements with the California Department of Forestry and Fire Protection. The counties are Kern, Los Angeles, Marin, Orange, Santa Barbara and Ventura.

**CONTRACTING AGENCY:** The agency that holds a contract for specific services or commodities with a vendor.

**COST APPORTIONMENT:** One of four methods used to determine cost share responsibility. This method is based on the suppression effort of ground and air resources.

**COST OVERSIGHT GROUP (COG):** Executive level interagency committee comprised of representatives from the Forest Service, California Department of Forestry and Fire Protection, Bureau of Land Management and National Park Service.

**COST POOL:** Accumulated costs paid by an agency for an incident. The pool will include suppression, support and administrative costs incurred by that agency for that incident. This term is used to describe the total costs brought by an agency to a Cost Share Settlement meeting.

**COST SHARE AGREEMENT:** An interagency agreement describing the conditions and/or percentage of State, Federal and possibly Local Agency financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement.

**COST SHARE SETTLEMENT:** Process in which agencies involved in a Cost-Shared Incident or activity bring their respective sharable costs for an incident or activity to a meeting in which those costs are validated and then redistributed according to the Cost Share Agreement.

**DETECTION:** The act or system of discovering and locating a fire.

**DIRECT PROTECTION AREA (DPA):** That area which, by law or pursuant to the terms of this agreement, is provided wildland fire protection by the State or by the Federal Agencies. DPAs may include a mixture of state and federal responsibility areas.

**DIRECT PROTECTION AREA MAPS:** Official maps which identify areas of direct wildland fire protection for each agency.

**EQUIVALENT:** Equivalent fire protection is that which may be reasonably compared, using mutually agreed to measures such as staffing, organization, performance and available resources.

**FACILITY OPERATING PLAN:** A document developed in accordance with the terms of this agreement, at the appropriate State and Federal Agency administrative level for the sharing of facilities, equipment, and support activities detailing the responsibilities and any financial obligations of the State and Federal Agency(ies) involved.

**FEDERAL RESPONSIBILITY AREA (FRA):** Those lands, administered or controlled by the Federal Government, for which the Federal Agencies have administrative and protection responsibility.

**FIELD REVIEW:** A review of fire protection designed to verify that the boundaries and suppression forces of any signatory agency conform to the intent of this Cooperative Fire Protection Agreement.

**FIRE HELICOPTER:** A rotary wing aircraft provided by the State or a Federal Agency for planned availability and initial attack fire response.

**FIRE PREVENTION:** Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information and the reduction of hazards through engineering methods.

**FIRE SAFE PLANNING:** Those activities relating to the implementation and enforcement of Public Resources Code Section 4290.

**HANDCREW:** A wildland fire suppression crew consisting of approximately 15 to 20 persons.

**HELITACK:** A fire fighting module consisting of a “fire helicopter”, helitender, and fire fighting crew. The number of personnel in the crew may vary.

**INCIDENT:** An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

**INITIAL ATTACK:** Resources initially committed to an incident.

**INITIAL ATTACK FIRE:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.

**LEVEL OF FIRE PROTECTION:** Identifies the degree of protection to be provided with recognition that lands of equal hazard, risk, and value under similar conditions shall receive a comparable level of protection.

**LOCAL AGREEMENT:** An agreement between adjoining or closely aligned agencies/jurisdictions that identifies the terms and conditions for providing assistance to each other. These agreements can take many forms, including Mutual Aid, Automatic Aid, Joint Powers, etc.

**LOCAL GOVERNMENT FIRE PROTECTION:** Includes those political subdivisions (Fire Districts, Community Services Districts, County Service Areas, etc.) of the State of California with primary responsibility for life and property fire protection. Where these entities exist within designated SRA and FRA, the primary responsibility for wildland fire protection rests with the State or Federal agency that has the DPA responsibility, resulting in a dual fire protection situation. However, where the

lands in the State are designated as Local Responsibility Area (LRA), as within cities and other classified unincorporated areas, all fire protection responsibility rests with the established local government entity.

**LOCAL RESPONSIBILITY AREA (LRA):** Lands within the exterior boundaries of any city, or lands not classified as FRA or SRA. Such lands would include agricultural and other areas void of watershed, forest, brush or rangeland values.

**MASTER MUTUAL AID AGREEMENT:** (Also known as the California Disaster and Civil Defense Master Mutual Aid Agreement). This is an agreement, without expectation of reimbursement, between the state and its political subdivisions (cities, counties, districts, etc.) for the exchange of resources during emergency situations. Effective mobilization of fire protection resources under this agreement is accomplished through the California Fire Services and Rescue Emergency Mutual Aid System Mutual Aid Plan under the direction of the Governor's Office of Emergency Services (OES).

**MOST APPROPRIATE RESOURCE(S):** The selection of suitable resources used by the agency managing an extended attack or major wildfire in its Direct Protection Area.

**MOVE-UP AND COVER:** Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

**MUTUAL AID:** Automatic initial attack response by suppression resources (excluding aircraft and pilot(s)) as specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the protecting agency for the first 24 hours from the time of initial report. Mutual Aid is limited to those Initial Attack resources or move-up and cover assignments that have been determined to be appropriate in the annual Operating Plans. Aircraft (fixed and rotary-winged, including pilot(s)) shall always be Assistance by Hire.

**OFFICIAL MAP(S):** Map(s) printed off of the CDF Headquarters Fire Protection Section database.

**OPERATING PLAN:** A plan developed at the Forest Supervisor, Park Superintendent, or Bureau Line Officer and State Unit Chief levels for implementing the Cooperative Fire Protection Agreement in their respective areas of responsibility.

**OPERATING PLAN FOR COOPERATIVE INCIDENT BILLING PROCEDURES:** A document developed in accordance with the terms of this agreement that defines each agency's billing and settlement procedures.

**PRESCRIBED FIRE:** The planned use of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

**PRE-SUPPRESSION:** Activities in advance of fire occurrence to insure effective suppression action, includes training, planning, procuring and maintaining equipment, development of fire defense improvements and maintaining cooperative arrangements with other agencies.

**PROTECTING AGENCY:** The agency responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

**PROTECTION UNIT:** Forest Service Protection Units shall mean National Forests, Bureau Protection Units shall mean Bureau of Land Management Field Offices, Park Service Protection Units shall mean National Parks, National Monuments, National Seashores, National Preserves, National Historic Sites and National Recreation Areas, and State Protection Units shall mean Units.

**REPAIR OF SUPPRESSION ACTIVITY DAMAGE:** Those activities undertaken by fire suppression forces during or immediately after the control of a wildfire to insure the prevention of erosion or to repair other damages resulting from fire suppression activities.

**RESONSIBILITY AREAS:** See definitions for Local Responsibility Area (LRA), State Responsibility Area (SRA), and Federal Responsibility Area (FRA) elsewhere in glossary.

**SPECIAL MANAGEMENT AREAS:** Specific areas with management objectives that require special consideration and procedures, including areas that have been so designated legislatively or administratively because of their unique resource values.

**STATE RESPONSIBILITY AREA (SRA):** Lands exclusive of cities and FRA, regardless of ownership, classified by the State Board of Forestry as areas in which the primary financial responsibility for preventing and suppressing fires is that of the State. These are lands covered wholly or in part by timber, brush, undergrowth or grass, whether of commercial value or not, which protect the soil from erosion, retard runoff of water or accelerate percolation and lands used principally for range or forage purposes.

**SUPPORTING AGENCY:** An agency directly contributing suppression, rescue, support or service resources to the agency possessing direct fire protection responsibility for the area upon which an incident is located.

**SUPPRESSION:** All the work of confining and extinguishing a fire beginning with its discovery.

**TRAINING OPERATING PLAN:** A document developed in accordance with the terms of this agreement at the appropriate State and Federal Agency administrative level to address training issues including but not limited to: the sharing of training facilities, use of cadres, course scheduling, financial procedures, training standards.

**UNCOMMITTED:** Not assigned to an incident on an Order Number and Request Number.

**UNIFIED COMMAND:** The organizational structure implemented on multi-jurisdictional incidents. The Agency Incident Commanders will jointly determine incident objectives.

**WILDFIRE:** An unwanted fire burning uncontrolled on wildland.

WILDLAND: Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.

WILDLAND FIRE PROTECTION: Those activities commonly referred to as detection, prevention, pre-suppression, suppression, and repair of suppression activity damage that cumulatively contribute to the management, control or elimination of wildfires.

WILDLAND FIRE USE: The use of wildland fire to accomplish land and resource management objectives is referred to as prescribed fire, the deliberate application of fire to wildlands to achieve specific resource management objectives. These fires may be ignited either by resource managers or by natural events such as lightning.

## COOPERATIVE FIRE PROTECTION AGREEMENT

### EXHIBIT B

#### OPERATING PLAN OUTLINE

The Operating Plan will be a local working document that is developed between the various Bureau Field Office(s), National Forest(s), National Park(s) and the appropriate State Unit(s), and shall be an attachment to the Cooperative Fire Protection Agreement. It shall be forwarded to the Director and the State Director, Regional Director, or Regional Forester by May 15, following approval by the designated State representative and the Bureau Line Officer, Park Superintendent, or Forest Supervisor.

The plan should contain the following information and should follow the same format as this outline.

1. Identification of the administrative units involved.
2. Authority for plan - cite Cooperative Fire Protection Agreement between State and Federal Agencies
3. Delineation and description of fire protection elements:
  - a) DPA Boundary
  - b) Pre-planned Initial Attack Response Areas by Dispatch Levels and Resources
  - c) Mutual Aid Move-up and Cover Facilities
  - d) Non-wildfire Emergencies
  - e) Repair of Suppression Activity Damage
4. Special management considerations:
  - a) Wilderness Areas
  - b) Wild and Scenic Rivers
  - c) Research Natural Areas
  - d) Cultural and Archeological Sites
  - e) Roadless Areas

- f) Communities/Structures
  - g) Threatened and Endangered Species
  - h) State Parks with SRA located within Federal Agency DPA
  - i) Other areas identified in land management planning documents or otherwise requiring special procedures
5. Fire Protection Organization including prevention, detection, ground and air attack units, supervisory personnel, drawdown levels and other cooperating agencies:
- a) Resources
  - b) Location
  - c) Anticipated Activation Period
  - d) Staffing Level
  - e) Narrative of Organizational Changes from previous year, whether temporary or permanent
6. Map(s) maintained to support the Operating Plan and attached on an as needed basis:
- a) DPA Boundary
  - b) Fire Protection facilities by agency and location (If local agency, so indicate)
  - c) Pre-planned Initial Attack Response Areas
  - d) Mutual Aid Move-up and Cover Facilities
  - e) Special Management Consideration Areas
7. Operational Procedures
- a) Fire Notification
  - b) Establishment of Initial Attack Dispatch Levels
  - c) Boundary fires including Unified Command and Cost Sharing
  - d) Assistance by Hire and Resource Order Process



- e) Aircraft
  - f) “Handcrews” and Dozers
  - g) Move-up and Cover
  - h) Wildland Fire Situation Analysis
  - i) Post-incident Action Analysis
  - j) Interagency Sharing of Communications Systems and Frequencies
  - k) Interagency Procurement, Loaning, Sharing, or Exchanging of facilities, equipment, and support services
  - l) Joint Mobilization Centers or other incident support facilities
8. Fire Prevention
- a) General Cooperative Activities
  - b) Information and Education
    - i) Red Flag Operations
    - ii) Joint Press Releases
    - iii) Smokey Bear Program
    - iv) Local Educational Programs
    - v) Fire Prevention Signs
  - c) Engineering
    - i) Fire Safe Planning
    - ii) Railroads and Utilities
  - d) Enforcement
    - i) Burning and Campfire Permits

ii) Restrictions and Closures

iii) Fire Investigations

9. General Procedures. How to handle:

i) Field Reviews

ii) Updating of Plans

iii) Public Information Distribution

iv) Changes During Year (due to budget cuts, etc.)

## COOPERATIVE FIRE PROTECTION AGREEMENT

### EXHIBIT C

#### INTERAGENCY AIRCRAFT UTILIZATION GUIDELINES

##### INTRODUCTION

Aircraft are limited resources that can have a critical effect on the success of wildfire suppression efforts, therefore the State and Federal Agencies strive to achieve a high level of interagency cooperation in the utilization of aircraft.

The shared acquisition, deployment and utilization of aviation facilities and resources to achieve fire suppression objectives is in the best interest of both state and federal taxpayers.

Therefore, it is incumbent upon the employees of all agencies to work cooperatively to achieve efficient utilization of aviation resources.

##### DEPLOYMENT AND UTILIZATION

“Agency aircraft” deployed for initial attack in California are strategically located. All firefighting aircraft will be dispatched in accordance with the closest forces concept.

##### AIRTANKERS

###### A. Initial Attack

For initial attack on any fire, the responsible State or Federal Agency dispatch office may directly dispatch “uncommitted” airtankers located at the base closest to the fire, regardless of whether the aircraft are owned/operated by State or Federal Agency. Additional airtankers must be requested through dispatch channels.

###### B. Diverts

If the closest airtankers to a new fire are already committed to other fires, a divert would normally be made, except when the Incident Commander has declared a No Divert due to an immediate, critical threat to life and/or property. The using dispatch office must immediately notify the appropriate higher-level dispatch office of any No Divert situation. While the specific divert process used may vary by protection unit and circumstance, each dispatch office has operational control of any aircraft in its jurisdictional airspace assigned to its agency’s Order Number. In order to meet new incident initial attack needs without undue delay, the responsible dispatch office should normally give the divert directly to the affected aircraft and to the airtanker base, then advise the incident.

Diverts between protection units are to be requested through the appropriate Federal Agency GACC or Region Command Center (RCC).

C. Extended Attack/Major Incidents

All airtankers assigned to an extended attack or major incident will be released each night, regardless of their actual overnight location, and reordered with a new Request Number for the next day.

When arranging the assignment of airtankers to a major incident, the coordinating dispatchers should cooperatively maintain adequate initial attack coverage while meeting the operational needs of the incidents. Assignment of airtankers shall be based on operational need and efficiency, not ownership.

When several airtankers are operating out of one base, individual aircraft should be rotated to assure adequate crew rest and operational equity. The total number of airtankers assigned shall not be augmented by rotation; every airtanker brought into the rotation must have a Request Number and replace one of the aircraft that was already flying.

AIR ATTACK AIRCRAFT

Air Attack aircraft are shared resources, and are used interchangeably on the fires of all cooperating agencies.

A. Initial Attack

The Air Attack aircraft closest to the fire will be directly dispatched by the responsible dispatch office.

If the closest Air Attack aircraft is not available, the ordering unit should place the request through dispatch channels.

B. Diverts

One of the major roles of the Air Tactical Group Supervisor (ATGS) is to ensure airspace safety over an emergency incident. An Air Attack aircraft may be diverted to a new fire only when it is the closest resource and the diversion will not adversely affect the safe separation and coordination of aircraft remaining on the fire. The Air Attack aircraft should be used on the incident with the greatest immediate need for airspace safety coordination. An additional Air Attack aircraft should be ordered for the other incident.

C. Extended Attack/Major Incidents

For long-term air operations, more than one Air Attack aircraft and ATGS should be assigned in rotation to assure adequate crew rest and continuous coverage.

For large or complex operations, a second Air Attack aircraft or a Lead Plane should be utilized as the Airtanker Coordinator, to maintain an appropriate span of control and efficient interface with incident command for the ATGS.

D. Supplemental Detection

Air Attack aircraft may be used as necessary for supplemental detection following lightning storms or for other purposes. Adjacent units should coordinate through appropriate dispatch channels as necessary. Sometimes it may be more efficient to use administrative aircraft or "Call-When-Needed" (CWN) aircraft for supplemental detection, keeping the Air Attack aircraft available for fire response.

LEAD PLANES

Lead planes can be dispatched in support of any cooperating agency's fires and in support of Forest Service contract airtankers in accordance with Forest Service policy.

Lead Planes will be ordered through dispatch channels.

HELICOPTERS

A. Initial Attack

For initial attack or immediate need on any fire, the first helicopter ordered should be the fire helicopter closest to the fire. Orders should be placed through dispatch channels with the agency administering the "helitack" base.

B. Extended Attack/Major Incidents

Requests for fire helicopters after initial attack should be placed through normal dispatch channels.

Because the agency fire helitack units are so valuable on initial attack, it is desirable to replace them with CWN helicopters when such aircraft are available and can meet the mission needs of extended attack or major incidents. If an initial attack fire helicopter is not being used for tactical firefighting purposes, it should be replaced with a CWN helicopter whenever possible.

C. Call-When-Needed (CWN) Helicopters

CWN helicopters will not normally be dispatched as an initial attack resource.

CWN helicopters may be sent to the same fire as an additional resource, or to return a fire helitack unit to initial attack status.

D. Non-Fire Use

Agency fire helicopters may be ordered on a reimbursable basis for emergency non-fire missions (e.g., search and rescue or medivac) using dispatch channels and incident ordering procedures. Agency fire helicopters may be used on interagency prescribed fires in accordance with the Cooperative Agreement for the Use of Prescribed Fire.

### MILITARY AIRCRAFT

Normally military aircraft may be used only after available agency and commercial aircraft are committed.

### DISPATCHING PROCEDURES

- A. No aircraft shall be dispatched without an Order Number and Request Number from the responsible agency dispatch office.
- B. Authorized State or Federal Agency protection unit dispatch offices may place orders for aircraft on behalf of other agencies for emergency incidents in that unit's DPA.

### AIRCRAFT ACCIDENT INVESTIGATION

Pursuant to Public Law 103-411, the National Transportation Safety Board (NTSB) has been given the authority and responsibility to perform all aircraft accident investigations. If requested by the NTSB, the agency on whose order number the aircraft was assigned will take the lead in assisting with the investigation. As a result, the other involved agency(ies) will be in a supporting role. Refer to paragraph 67, Accident Investigations.

The sharing of information between agencies on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

## COOPERATIVE FIRE PROTECTION AGREEMENT

### EXHIBIT D

#### UNIFIED ORDERING POINT

The purpose of the Unified Ordering Point (UOP) is to allow all of the agencies involved on the incident the opportunity to fill requests at the lowest level, including the use of local mutual aid assistance.

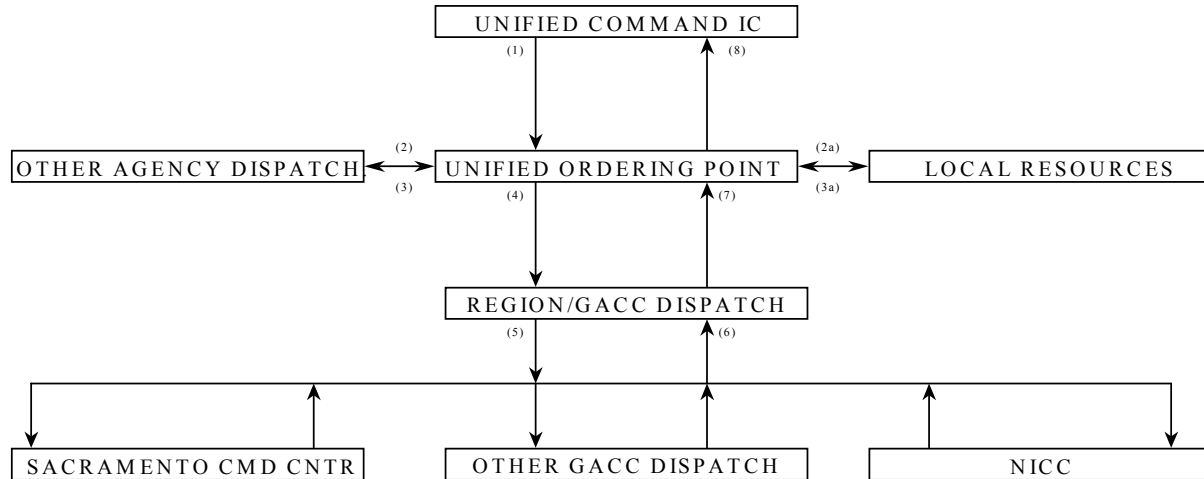
The Incident Commanders (ICs) must determine which agency's dispatch center will be identified as the UOP. The point of origin determines the order number. The order number is prefaced by the 3-letter identification of the agency assuming financial responsibility for the request. CDF Region Emergency Command Center (Region) and Federal Agency Geographic Area Coordination Center (GACC) requests for support of the incident will be relayed to the UOP for a complete record of the incident. A representative from all other involved agencies may be assigned to the UOP. If the UOP is placing procurement orders, it is strongly recommended that a representative with the necessary procurement authorities be present from all agencies to ensure that procurements are within the scope of each agency's authorities.

Agency specific requests, such as a Buying Unit Team, CDF Finance Section Chief, Assistant Disbursing Officer (ADO), will go through the UOP. The UOP will relay the request to the agency involved in the incident that has the specific resource.

After the final request has been closed, the UOP will send a copy of the resource order forms, CDF Form FC-101 or MACS Form 420, to the Region/Federal Agency GACC Dispatch.

The following flowchart identifies the request channels of Unified Command Incident utilizing a UOP.

## UNIFIED ORDERING POINT FLOWCHART



All requests and resource information must go from the incident to the UOP.

1. The 3-letter identified prefix with a request number indicates financial responsibility and also denotes to UOP to which agency the request will be relayed. UOP records the requests and routes them to the agency identified in the 3-letter identifier. If that agency is unable to fill the request, the request will be given back to the UOP. At this point, UOP has the opportunity to fill the request, except for agency specific requests, as outlined on the preceding page.

Steps 1 and 8, or 2, 2a, 3, 3a, and 8 should be used.

2. If UOP cannot fill the request, then UOP will relay the request to Region/Federal Agency GACC. At this point RCC/Federal Agency GACC will assume that all incident-involved agencies have been previously contacted.

Steps 1, 2, 3, 4, 7, and 8 should be used.

3. If Region/Federal Agency GACC cannot fill the request, the request will be relayed to the next dispatch level.

Steps 1, 2, 3, 4, 5, 6, 7, and 8 should be used.



## COOPERATIVE FIRE PROTECTION AGREEMENT

### EXHIBIT E

#### CHANGES TO DIRECT PROTECTION AREA (DPA)

Changes to DPA boundaries can be divided into two groups referred to as automatic changes and proposed changes.

Automatic Changes may be the result of:

- A. Incorporations/annexations of SRA
- B. Land acquisitions by Federal Agencies
- C. Land exchanges
- D. Removal of lands from SRA by California Board of Forestry
- E. Classification of lands to SRA by California Board of Forestry

Proposed Changes may result from:

- A. Change in protection system
- B. Acreage out of balance
- C. Need to move DPA boundary to line of convenience.

The processes for reporting and initiating the above changes are as follows:

#### PROCESS FOR AUTOMATIC CHANGES

1. Local protection unit documents change and forwards through agency channels.
2. Local protection unit advises other agencies directly affected.
  - a) Affected agencies forward through channels in accordance with agency policy.
  - b) Automatic change may trigger a proposed change agreed to by the affected local protection units that would then go through the process for proposed changes.
3. Local protection unit forwards to agency central collection point by October 1.

- a) Agency central collection point submits data into CDF Headquarters Fire Protection Section database as required (this may be done by the unit submitting the change).
4. Forward from agency central collection point to interagency committee for review/analysis of impacts as needed.
5. Interagency committee forwards to agency directors with recommendations. (This is done in conjunction with review/analysis of proposed changes).

#### PROCESS FOR PROPOSED CHANGES

1. Local protection units agree upon and propose change.
2. Proposed change is submitted through involved agencies' channels for agency review and approval.
3. If agencies do not approve, proposal dies. If approved, proposal goes to agency central collection point by October 1.
4. Forward from agency central collection point to interagency committee for review/analysis of impacts.
5. Interagency committee forwards to agency directors with recommendations.
6. If agency directors do not approve, proposal dies. If approved, sign-off. Local protection units are advised.
7. Implementation by February 1.
8. Approved changes returned to agency central collection point for entry into CDF Headquarters Fire Protection Section database.
9. Agency central collection point prints master set of maps and distributes to each agency by April 1.

## COOPERATIVE FIRE PROTECTION AGREEMENT

### EXHIBIT F

#### FIRE PREVENTION

##### ENFORCEMENT OF FIRE LAWS

Authorized State personnel will enforce applicable State Forest and Fire Laws upon FRA in State DPAs. Responsibility for fire prevention inspections on FRA within State DPAs, including timber harvest and other land-use operations, must be identified in the Operating Plan.

Pursuant to California Penal Code Section 830.8, those Federal Agency law enforcement officers and special agents so empowered may enforce State Forest and Fire Laws (except the Forest Practice Rules for timber harvesting) on all SRA lands in Federal Agency DPAs and on FRA in California.

Those Federal Agency law enforcement officers and special agents subject to the last paragraph of California Penal Code Section 830.8(a) (BLM and Forest Service) will first attempt to obtain the required written authorization from the appropriate sheriff or chief of police, for the SRA lands within Federal Agency DPA's and on FRA, in the jurisdiction where they are assigned. If they are unable to obtain the necessary authorization from the appropriate sheriff or chief of police, the Unit Chief responsible for the Operating Plan will be notified for possible assistance in obtaining the required authorization from the sheriff or chief of police for enforcement authority limited to the State Forest and Fire Laws; or, For initiating an appointment as a California Voluntary Fire Warden Peace Officer under California Penal Code Section 830.3(b) or 830.37(c), for the enforcement of State Forest and Fire laws as provided under Public Resources Code Section 4156.

Other Federal Agency employees may be designated representatives of the Director for the performance of the following fire prevention duties on SRA within Federal Agency DPAs:

- A. Issuance of campfire, dooryard, and other burning permits. Air pollution control permit issuance responsibility should be identified in the Operating Plan.
- B. Making fire prevention inspections. Responsibility for fire prevention inspections on timber harvest operations on SRA lands within Federal Agency DPAs must be identified in the Operating Plan.
- C. Requesting criminal prosecution of fire law violators through the District Attorney's Office.

By April 15, the Federal Agencies will submit, to the appropriate State Unit Chief, the names of the Federal Agency employees and volunteers who are trained to perform those duties specified in A, B, and C above, requesting that they be designated representatives of the Director. The State Unit Chief will advise the Federal Agencies of approval of their recommendations by letter. Authorities will expire not later than May 31, two years after issuance of the letter.

The Federal Agencies will provide the State with fire prevention inspection activity data for SRA lands by each February 1 for the preceding year for purposes of program workload analysis. Data will be collected using the California Interagency Fire Prevention Inspection Form. Likewise, the State will provide similar data to the Federal Agencies for State prevention inspection activity on FRA within State DPAs. The data will be forwarded to the agencies' respective state headquarters via channels identified in the Operating Plan.

All Federal Agency personnel initiating criminal actions on behalf of the Director will submit information necessary for the State Law Enforcement Report (LE-30). Likewise, the State will make annual reports of criminal actions it initiates for violations on FRA within State DPAs. Enforcement data will be forwarded to the agency's respective state headquarters via channels identified in the Operating Plan.

#### DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE

As initial action is taken on a fire, the protecting agency is responsible to gather and preserve information and evidence pertaining to the origin and cause of the fire. To the extent permitted by Federal and State law, the protecting agency will provide investigation files relative to the fire to the other agency. Each agency will promptly notify the other when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other agency.

#### BURNING AND CAMPFIRE PERMITS

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) pursuant to California Public Resources Code sections 4462-4476 and 4491-4494) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director. Local fire protection district personnel so authorized will notify the affected Federal Agencies when dooryard premises burning permits are issued for areas protected by these agencies. All other permits will be issued by authorized State personnel only.

Permits for burning slash on SRA lands within Federal Agency DPAs covered by a Timber Harvesting Plan where stocking requirements have not been met will be issued only with the approval of the State employee supervising the plan. The State will advise the Federal Agencies of active Timber Harvest Plans in their DPAs. Channels for information flow will be detailed in the Operating Plan.

The Federal Agencies will consult the State when burning projects are being planned and conducted on FRA in State DPAs. The State will consult the Federal Agencies when burning projects are being planned and conducted on private and SRA State Park lands in Federal DPAs. Provisions for joint planning for burning projects shall be included in the Operating Plan.

### RESTRICTIONS AND CLOSURES

When any protection unit plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection unit(s) will be consulted and a copy of the notice immediately provided.

### FIRE SAFE PLANNING

The Federal Agencies will be actively involved in the Fire Safe planning process for SRA lands within their respective DPAs. Pursuant to California Public Resources Code Section 4290, the State Board of Forestry has directed that a single contact point be established within each county for the purpose of implementing Title 14, Division 1.5, Subchapter 2, Articles 1-5, California Code of Regulations. The State will be the primary interface with local government and will, in most cases, be that contact. In some cases, a Federal Agency may agree to be designated the contact point if the State's presence is limited or efficiencies can be gained. Such designation will be determined by the State in consultation with the involved Federal Agency and be documented in the appropriate Operating Plan. Whenever appropriate, the State and the Federal Agencies will work in concert within any county to take advantage of area knowledge and to provide agency specific input.



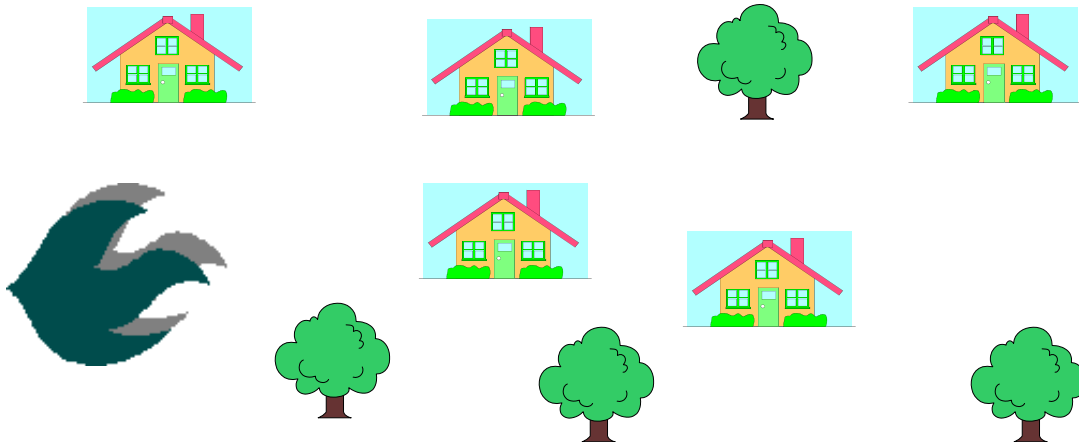
## COOPERATIVE FIRE PROTECTION AGREEMENT

### EXHIBIT G

#### STRUCTURE PROTECTION GUIDELINES

#### SCENARIOS

THIS SCENARIO DOES NOT SET PRECEDENT.  
Each incident is unique.



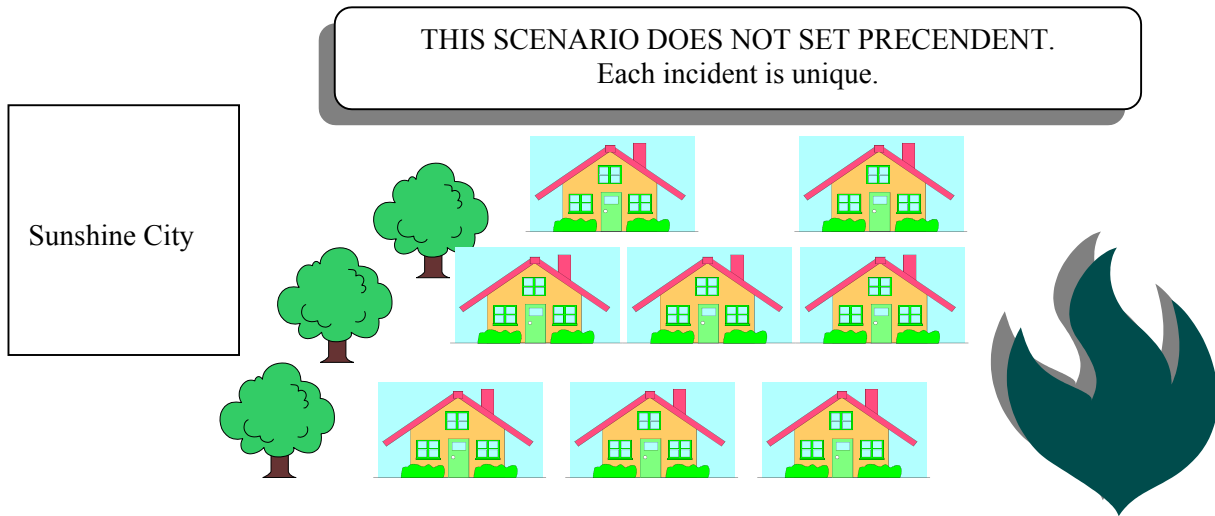
#### **Federal DPA**

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#### **State DPA**

The scattered houses are on private land totally within the Federal DPA. The Federal agency has wildfire protection responsibility for all federal and private lands in this area. A county fire department has structure protection responsibility in this area. The fire is managed by a Unified Command with county fire department concerns being met by participating as a member of this Unified Command. The IC's jointly agreed to order five Strike Teams of Engines for perimeter control / structure protection through the Unified Ordering Point to protect the structures from the approaching wildfire. The Strike Teams are ordered under a local agreement or the 5-Party Agreement. The Strike Teams are reimbursed under one of these agreements by the federal agency that ordered them. County fire department resources protecting structures were not compensated by the federal agency.

THIS SCENARIO HAS THE FIRE IN A SPECIFIC DPA BUT THIS SCENARIO  
IS APPLICABLE TO THE DPA OF ANY WILDLAND AGENCY.



## STATE DPA

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Sunshine City is an incorporated city with its own fire Department. The structures outside the city are in the state DPA under County responsibility. The fire is managed as a Unified Command between the state, county and city. The joint decision is for the state to order one Strike Team of Engines to protect the structures in close proximity to the wildfire and assist with perimeter control and the city to order 10 Strike Teams of Engines to protect the city. The state order is through the 5-party Agreement and the city order is under State Master Mutual Aid Agreement. The one Strike Team is reimbursed by the state agency and the 10 Strike Teams are furnished at no cost to the city. The county resources that assisted the effort were not compensated by the state.

(In this scenario it is important to recognize that it is a unified command and that it was a joint decision for the city to order the engines to protect the city through State Master Mutual Aid. This was done due to the short duration of need, generally 12 hours or less.)

THIS SCENARIO HAS THE FIRE IN A SPECIFIC DPA BUT THIS SCENARIO  
IS APPPLICABLE TO THE DPA OF ANY WILDLAND AGENCY.



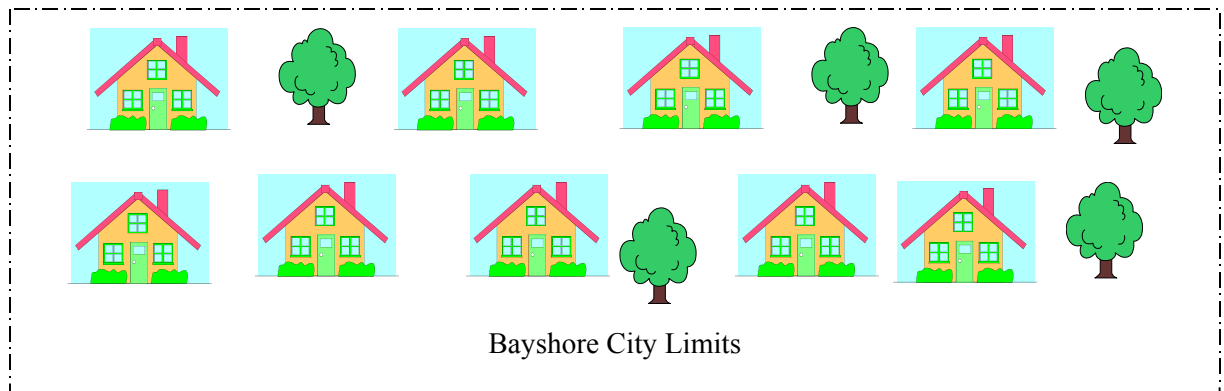
THIS SCENARIO DOES NOT SET PRECEDENT.  
Each incident is unique.



### Federal DPA

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### Local Responsibility Area (LRA)



The City of Bayshore is an incorporated city and contracts with the County for structural fire protection. The Bayshore city limits stop at the Forest Service Direct Protection Area (DPA) boundary. A wildfire starts on Forest Service land protected by the Forest Service. The fire spreads rapidly and is threatening the City of Bayshore. A unified command is established between the Forest Service and the County Fire Department.

A joint decision by the Incident Commanders is made to order 10 Strike Teams of Engines for structure protection through the 5 Party Agreement. Because of the threat and risk to the Bayshore City LRA, there is joint IC's agreement to share the cost of the 10 Strike Teams equally. The 10 strike teams are reimbursed by the Forest Service. The Forest Service and Bayshore City will share the cost through a cost share agreement for the fire.

THIS SCENARIO HAS THE FIRE IN A SPECIFIC DPA BUT THIS SCENARIO  
IS APPLICABLE TO THE DPA OF ANY WILDLAND AGENCY.

## SCOPE OF WORK

This Agreement, known as the Multi Agency Agreement for the Cooperative Use of Prescribed Fire, as designated and authorized by Public Resources Code 4475.1, concerns the Cooperative Use of Prescribed Fire and is made and entered into, by the State of California, through its Director of the Department of Forestry and Fire Protection (CDF), Director of California Department of Parks and Recreation, U.S. Department of Agriculture-Forest Service, U.S. Department of Interior - National Park Service, Bureau of Land Management, Bureau of Indian Affairs, U.S. Fish and Wildlife Service, and U.S. Army Corps of Engineers. This Agreement is made in accordance with acts of Congress of: April 24, 1950 (16 USC 572), May 27, 1955 (42 USC 1856 et seq.); December 12, 1975 (16 USC 565 a-1), June 30, 1949 (41 USC 252); October 21, 1976 (43 USC 1701); and California Public Resources Code, Section 4461 et seq.

This Agreement is intended to provide for the conduct of joint prescribed burning operations, site preparation, and necessary follow-up activities for specific prescribed burn units, on non-federal wildlands and federal wildlands, where these operations serve the public interest and are beneficial to the State.

This Agreement shall use the terms "agency," "agencies," and "Signatory Agencies." By definition all of these terms shall be in reference to State and Federal agencies that by signature of an authorized representative are party to this Agreement.

Words and phrases used herein may have different meanings or interpretations for different readers. In order to reach a common understanding, words and phrases are included in a Glossary attached hereto as Attachment 1.

1. CATEGORIES OF PRESCRIBED FIRE: This Agreement covers two categories of prescribed fires:

- a. A Joint Command Incident Commander (IC) in which two or more agencies share command of the prescribed fire.
- b. A single Agency IC, Cooperative Prescribed burn, in which one agency assumes the lead in the implementation of the project and accepts the primary responsibility for coordinating implementation of the prescribed fire.

Joint prescribed burning operations and/or cooperatively managed joint prescribed burning operations that involve the participation of the Signatory Agencies, will be documented by the Federal Land Management Agency Prescribed Burning Project Standard Agreement (PBPA) (RM-70) (Attachment 2), and an attachment known as the Prescribed Burn Plan (PLAN) (See examples in Attachment 3). Assignment of suppression cost responsibility and accountability in the event a prescribed fire escapes and becomes a wildfire shall be detailed in the PBPA. All assignment of suppression costs between the Signatory Agencies of this Agreement will be derived from, and clearly documented within the PBPA. Analysis of the benefits and risk components between the federal and non-federal land with the other

components of the Prescribed Burn Plan will form the basis for the reassignment of suppression cost responsibility and accountability. This analysis shall include the participation, review and approval of an appropriate designated official from each land management agency involved.

2. **PRESCRIBED BURN PLAN\* (PLAN)** (See Examples in Attachment 3) The PLAN for joint prescribed burning operations shall clearly document the planned sequence of the project and the responsibility of any participating agency for activities to meet the project objectives. The PLAN for joint prescribed burning operations may include separate descriptive "plan segments" for wildlands and federal lands respectively. These "plan segments" will present the tasks of planning and preparation undertaken by each participating agency. The plan for ignition and all subsequent activities leading to completion of the joint prescribed burning operation will be included in an Incident Action Plan (IAP). The IAP will be the operational guide for the project. The "plan segments", of the PLAN, while prepared and approved with standards unique to each agency will include, but not be limited to, the following detailed components for each burn unit:
  - a. Project identification
  - b. Burn area description - to include the geographical limits of the planned project, environmental setting, objectives and potential impacts that result when the desired benefits are achieved.
  - c. Burn prescription
  - d. Fire behavior predictions
  - e. Escaped Fire Contingency Plan
  - f. Smoke management plan
  - g. Public information plan
  - h. Description of site preparation tasks needed to achieve desired benefits and reduce the risk of a wildfire resulting from the joint prescribed burning operation.
  - i. The dollar value of the activity or activities contributed by each agency to prepare the project for ignition.
  - j. The type of prescribed burn, for example: Joint command, where the position of Incident Commander is shared by two or more agencies, a cooperative prescribed burn, in which a single agency assumes command of the prescribed burn project even though the project may include multiple agency jurisdiction and participation in the burn unit.
  - k. The appropriate Incident Command System (ICS) forms and addenda to fully document the command structure and all personnel, equipment, and supplies to be utilized between project ignition and completion to achieve the desired benefits for each agency that is signatory to the project
  - l. Go/No Go Checklist
  - m. Technical Review\*
  - n. NWCG Complexity Rating\*
  - o. Job Hazard Analysis
  - p. Maps to show:
    - (1) land ownership within and contiguous to the project perimeter;
    - (2) jurisdictional boundaries for wildland and structural fire protection responsibility;
    - (3) lands with residential, commercial or industrial development;
    - (4) lands where wildland fire protection actions are restricted or modified;

- (5) secondary and/or contingency control lines;
- (6) the placement of personnel and equipment for the ignition and containment plans.

\* Burn plan segments (m) and (n) are specific to Federal Burn Plan policy requirements. Examples and/or descriptions of these documents are located within the Sample Burn Plans in Attachment 3 of this Agreement. The creation and inclusion of these segments in the Burn Plan are the responsibility of the Federal agency or agencies whose internal policy requires these segments. State personnel may assist with the preparation of plan segments (m) and (n).

3. **INCIDENT COMMAND SYSTEM:** The Incident Command System will be used to manage all prescribed burns under this Agreement, with cross reference to the "National Interagency Incident Management System, Wildland Fire Qualification Subsystem Guide, Sub-Part 2, Prescribed Fire, PMS 510-1 (Part 2)." The Signatory Agencies agree to accept the prescribed fire qualifications of individuals from each of the cooperating Signatory Agencies.
4. **INCIDENT COMMANDER:** The Incident Commander (IC), also referenced as the fire boss, prescribed fire burn boss, or prescribed fire manager, is the individual with the final authority for the following:
  - a. implementing the PLAN;
  - b. determining that the fuel and weather parameters are suitable;
  - c. determining that all crews and equipment are ready;
  - d. directing all work assignments of personnel until the prescribed burning is completed and the fire is declared out;
  - e. approving and/or amending the PLAN to incorporate operational changes.

The IC does not have the authority to make prescription changes. Such changes require approval by the agency official(s) responsible for approving the prescribed burn plan.

The IC may be a shared position in the same manner as the unified command organization on a boundary fire under the "Cooperative Fire Protection Agreement." Any provisions to share responsibility will include a termination clause for the project.

The IC or Joint IC's jointly shall declare a prescribed burning operation a wildfire when:

- a. the fire burns outside the area designated for burning in the PLAN into an area where reinforced suppression action is required;
- b. the fire escapes unto land under other ownership not a party to this Agreement;
- c. the fire behavior is such that assigned personnel and equipment will not be adequate to maintain control; or
- d. the project cannot be returned to prescription using project funds.

The IC or Joint IC's jointly may declare a prescribed burning operation a wildfire when

- a. the fire behavior is exceeding the PLAN prescription.

5. **COOPERATIVE MANAGEMENT:** When cooperative management of joint prescribed burning operations is indicated in the PLAN, there will be clearly stated provisions for the termination of the cooperative management between ignition and completion of the joint prescribed burning operation within the PLAN.
6. **JOINT USE OF RESOURCES:** This Agreement provides for the exchange of funds for personnel, supplies, or equipment used between agencies for planning, preparation, or implementation of prescribed burning operations. However, it is expected that an equitable balance will exist between the value of services to be expended and benefits received for each participating agency in joint prescribed burning operations. It is mutually agreed that when beneficial to Federal and State agencies, and in conformance with this Agreement and existing laws and regulations, the State and the Federal agencies may procure, loan, lease, share, or exchange services, equipment and support services. This may include, but is not limited to such things as dispatch centers, fire stations, vehicles, fire equipment, remote automatic weather stations, California Prescribed Fire Incident Reporting System software and hardware, and communications equipment.
7. **ASSISTANCE BY HIRE:** Assistance by hire is the provision of wildfire or prescribed fire resources, by one agency to another, on a full reimbursement basis. All requests to hire assistance must be clear and precise and shall be processed and recorded through the dispatching systems. Costs need to be documented prior to the order.
8. **CALIFORNIA PRESCRIBED FIRE INCIDENT REPORTING SYSTEM:** The State and Federal agencies will cooperate in gathering and processing information about meteorology, air quality, planning status, or any other data that can be used to improve the efficiency of burn scheduling, or decrease the likelihood of creating conflicts among burns. This may include purchasing equipment and sharing in the development and use of software such as CAL-PFIRS, a modified version of it, or any other program that State and Federal agencies develop in the future.
9. **REVIEW:** The agency with the highest percentage of cost responsibility in the event of a wildfire will lead a joint review of any wildfires resulting from a joint prescribed burning operation. The review team will include at least one representative of each participating agency. Nothing shall preclude individual agencies from conducting independent reviews or rejecting the conclusions of a joint review.
10. **EMPLOYEE BENEFITS AND COMPENSATION:** It is agreed that employees of the Signatory Agencies shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
11. **ACCIDENT INVESTIGATION:** Whenever an accident occurs involving the equipment or personnel of a supporting agency, the lead agency shall take immediate steps to notify the supporting agency or agencies that an accident has occurred. The lead agency shall conduct an investigation as soon as possible.

12. OFFICIALS NOT TO BENEFIT. No member of, or delegate to, Congress or resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise there from, unless it is made with a corporation for its general benefit.
13. WAIVER OF CLAIMS. In accordance with United States Code Title 42, Chapter 15A, Subchapter I, Section 1856a, the State and the Federal Agencies hereby waive all claims between and against each other, arising in the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

For services satisfactorily rendered, refer to Exhibit B, Attachment I.

**2. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, State shall have no liability to pay any funds whatsoever to Federal agencies or to furnish any other considerations under this Agreement and Federal agencies shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability accruing to the State, or offer an agreement amendment to Federal agencies to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B**  
**ATTACHMENT I**

1. **FIRE SUPPRESSION** The suppression action taken when any wildfire escapes from a joint prescribed burning operation will be conducted in a manner consistent with the Cooperative Fire Protection Agreement. The billing for reimbursement will be consistent with the assignment of suppression cost responsibility and accountability presented in the PLAN, and the Federal Land Management Agency Prescribed Burning Projects Standard Agreement(s).
2. **BILLING**: Any shared cost or other reimbursements will be governed by the existing billing policy of each agency. Such expenditures will be properly documented and will set forth the objective of each undertaking and the role each agency will play in accomplishing that objective. Anticipated costs and the amount of each agency's share including any administrative costs will be shown and itemized. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to the contract coordinator. Billing procedures must be agreed to before the burn implementation and be a part of or incorporated by reference in the PLAN. Nothing herein shall be interpreted as obligating any agency or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.



**Exhibit C**  
**General Terms and Conditions for Federal Agreements**  
**July 26, 2004**

1. **APPROVAL.** This Agreement is of no force or effect until signed by authorized representatives of all Signatory Agencies and approved by the Department of General Services, if required. Signatory Agencies may not commence performance until such approval has been obtained.
2. **AMENDMENT** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Signatory Agencies and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Signatory Agencies.
3. **ASSIGNMENT.** This Agreement is not assignable by the Signatory Agencies, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Signatory Agencies agree that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and Federal auditors shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Signatory Agencies agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Signatory Agencies agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Signatory Agencies agree to include a similar right of the State and Federal auditors to audit records and interview staff in any contract related to performance of this Agreement. (California Government Code 8546.7, Public Contract Code 10115 et seq., California Code of Regulations Title 2, Section 1896).
5. **INDEMNIFICATION CLAUSE:**
  - a. **FEDERAL**

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
  - b. **STATE**

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this Agreement.

- 6 DISPUTES: Signatory Agencies shall continue with the responsibilities under this Agreement during any dispute.
- 7 TERMINATION FOR CAUSE: Any Signatory Agency may terminate this Agreement at any time by giving thirty (30) days' written notice to the other Signatory Agencies. None of the Signatory Agencies shall incur any new obligations for the terminated portion of this agreement after the effective date of the termination and shall cancel as many obligations as possible. Full credit shall be allowed for each Signatory Agency's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- 8 INDEPENDENT CONTRACTOR: Signatory Agencies agree that agents and employees of their respective agencies, in the performance of this Agreement, shall not act as officers or employees or agents of the other Signatory Agencies to this agreement.
- 9 NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Signatory Agencies shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family care leave. Signatory Agencies and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. State and Federal agencies shall adhere to all State and Federal Laws pertinent to their respective organizations as they apply to non-discrimination described within this agreement. Signatory Agencies shall include a similar non-discrimination clause in any resulting contract.
- 10 TIMELINESS: Time is of the essence in this Agreement.
- 11 COMPENSATION: The consideration to be paid by Signatory Agencies to one another, as provided in this Agreement, shall be in compensation for all expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 12 GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California and the United States. It is the intent of the Signatory Agencies that venue shall be in a court located within the geographic boundaries of the State of California.
- 13 ANTITRUST CLAIMS: Each Federal agency by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, each Federal agency shall comply with the requirements of the Federal Acquisition Regulations, Chapter 1, Title 48, Code of Federal Regulations (CFR).
- 14 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Signatory Agencies agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 15 UNION ACTIVITIES: For all contracts, except fixed price contracts of \$50,000 or less, State Agencies acknowledge that:

- a. No State funds received under this Agreement will be used to assist, promote or deter union organizing.
- b. Federal agencies shall adhere to all Federal laws pertaining to Union activities including Title 5 United States Code 7101 as a condition of this Agreement.

16. EXCISE TAX. State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

17. SETTLEMENT OF DISPUTES: In the event of any issue of controversy under this Agreement, the Signatory Agencies may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. Those may include, but are not limited to conciliation, facilitation and mediation.

The heads of the agencies affected by the dispute will make a final determination for dispute resolution if other informal venues have not succeeded. If resolution cannot be reached informally through these methods, the parties may pursue whatever legal remedies they may have.

18. DVBE AUDITS. If State determines this Agreement is subject to disabled veteran-owned business enterprise requirements, State agencies shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. State agencies shall make pertinent records available to State for review, shall permit State access to pertinent records upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the Agreement. Federal agencies shall comply with the DVBE requirements of the Federal Acquisition Regulation as referenced in item 13 of these Terms and Conditions for Federal Agencies.

19. POTENTIAL CONTRACTORS. Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any contractors, and no contract shall relieve Signatory Agencies of their responsibilities and obligations hereunder. Federal Agencies agree to include the necessary Federal Acquisition Regulation clauses relating to indemnification and insurance requirements for any resulting contract pursuant to this Agreement. Each Signatory Agency's obligation to pay its contractors is an independent obligation from State's obligation to make payments to the Signatory Agencies. As a result, State shall have no obligation to pay or to enforce payment of any moneys to any contractor.

20. AGENCY LIABILITY: The Signatory Agencies warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Signatory Agencies for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by

law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

21. **FORCE MAJEURE**: Each Signatory Agency shall not be liable to other Signatory Agencies for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
22. **NON ELIGIBLE ALIEN - All Sole Proprietor Contracts - (SCM 2.07)** Signatory Agencies shall comply with 8, United States Code Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.
23. **PRIORITY HIRING CONSIDERATION - Contracts With a Value in excess of \$200,000**: If a resulting contract will have a total contract value of \$200,000 or more, the Signatory Agencies are hereby advised that they will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid. All requirements as stated in this section pertaining to Priority Hiring Consideration as it applies to State and Federal agencies shall be to the extent required by State or Federal law, respectively.
24. **CONTRACTOR CERTIFICATION - Copyright Laws for Computer Software - IT Agreements Only**: Signatory Agencies certify that appropriate systems and controls are in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
25. The following provisions are made part of this Agreement.
  - a. **Debarment - Federal Regulations**: Government Code Sections 4477 is incorporated by reference into this Agreement.
  - b. **Federal Policy, Federal Disclosure Statement and Disadvantaged Business Enterprise/Small Business Affirmative Steps** are incorporated by reference into this Agreement.
  - c. **Fund Availability - Federal Policy**.
    - I The Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment for services arising from this agreement can be made. No legal liability on the part of the Government for any payment may arise until funds are made available for this and until the party receiving reimbursement receives notice of such availability, to be confirmed in writing by the party providing funding.

2. The Department of Forestry and Fire Protection has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

d Disclosure Requirements – Federal Regulation: Government Code Section 7550 is incorporated by reference into this agreement.

26 WAIVER OF CLAIMS In accordance with 42, United States Code, Section 1856a, the State and the Federal Agencies hereby waive all claims between and against each other, arising in the performance of this agreement, for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents and contractors

## ATTACHMENT 1

### GLOSSARY

As used in this agreement, the words and phrases set forth in this glossary shall have the following meaning

**ADMINISTRATIVE CHARGE:** That pre-established percentage charge that will be applied by the billing agency.

**ASSISTANCE BY HIRE:** Resources that are to be paid for by the agency. Assistance by Hire resources must be requested by the agency and be recorded by the resource order process within the fire dispatching system of the agencies.

**BOUNDARY FIRE:** A fire burning on or directly adjacent to the direct protection boundary between State and Federal agencies.

**INCIDENT ACTION PLAN:** The Incident Action Plan is a series of Incident Command System Forms used to develop tactics for fire suppression or prescribed fires.

**JOINT PRESCRIBED BURNING:** Joint prescribed burning is defined as involving the unified activity of two or more agencies, state or federal, in the application of prescribed fire

**PERSON, COOPERATOR:** A person or cooperator is any natural person, firm association, partnership, business trust, corporation, company, or any combination thereof, or any public agency

**PRESCRIBED FIRE:** A prescribed fire is defined as the planned uses of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

**ATTACHMENT 2**

**PRESCRIBED BURNING PROJECT STANDARD AGREEMENTS**

- 1 RM-70 Project Standard Agreement: Between State and Federal Agencies.
- 2 Project Standard Agreement: For Federal Agency Use Only.

STATE OF CALIFORNIA  
RM-70 (New, 12/92)

DEPARTMENT OF FORESTRY AND  
FIRE PROTECTION

**FEDERAL LAND MANAGEMENT AGENCY  
PRESCRIBED BURNING PROJECT STANDARD AGREEMENT**

Project Number \_\_\_\_\_

Agreement Number \_\_\_\_\_

Project Name \_\_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the State of California through the Director of the Department of Forestry and Fire Protection, hereinafter called "CDF" and

\_\_\_\_\_, a federal land management agency hereinafter called "FLM," is intended to provide for site preparation, prescribed burning, and necessary follow-up activities of an area controlled and managed by the FLM. The Prescribed Burn Plan (PLAN) and the Incident Action Plan (IAP) for this Project are appended to and made part of this Agreement as Attachment 1.

WHEREAS the FLM certifies that they own and control a proposed prescribed burn area delineated on a map incorporated within the Prescribed Burn Plan for this Project and that this burn area is within the County of \_\_\_\_\_

upon Assessor's parcel numbers \_\_\_\_\_; and

WHEREAS CDF certifies that the Project when successfully completed, will accomplish a purpose enumerated in Public Resources Code (PRC) 4475; and

WHEREAS CDF and FLM have determined that the anticipated public benefit from the proposed project will exceed the foreseeable damage that could result from the proposed Project,

NOW THEREFORE, it is mutually agreed,

1. The term of this Agreement shall commence on the above date and will terminate upon satisfactory completion of the prescribed burning project, but in no event will the term of this agreement exceed three (3) years.
2. As provided in PRC 4475.1, 4475.5, and 4476, CDF and FLM will incorporate all estimated costs within the Prescribed Burn Plan for this Project and apportion the pro rata responsibility for CDF, the FLM and any participating nonfederal Cooperator. CDF estimated costs of Project completion, as a portion of the total, will not exceed the ratio of public benefits to total benefits. The nonfederal cooperators to CDF on this Project accept the responsibility for the estimated costs of private benefits to be created concomitantly with the public benefits. The FLM's estimated pro rata costs, which are itemized within the IAP and the PLAN, of the completed Project will be \_\_\_\_\_ in value.
3. The CDF agrees to indemnify and hold harmless all Cooperators for damages of any nature arising out of the performance of this Prescribed Burning Project with stated conditions. This indemnification will not modify the PLAN preassignment of suppression cost responsibility and accountability between CDF and FLM in the event a wildfire



escapes from the Project.

4. The Incident Command, or Incident Command Team, for this Project will be assigned by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. In the event a wildfire escapes from this Project, the preassignment of suppression cost responsibility and accountability from the Prescribed Burn Plan is \_\_\_\_\_ % CDF and \_\_\_\_\_ % FLM.

This agreement with the PLAN, the LAP and the Multi Agreement for Cooperative Use of Prescribed Fire represent the entire contract between CDF and FLM. The Project described within the Prescribed Burn Plan may incorporate several independent agreements with other FLM's or non-federal CDF Cooperators. This agreement may be amended in writing at any time by mutual consent. It may be canceled by either CDF or FLM after giving 30 days notice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

CDF

FLM

## PREScribed BURNING PROJECT STANDARD AGREEMENT

(For Federal Agency Use Only)

Project Number:

Agreement Number:

Project Name:

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by and between the \_\_\_\_\_ through

\_\_\_\_\_ a federal land management agency hereinafter called "FLM," is intended to provide for site preparation, prescribed burning, and necessary follow-up activities of an area controlled and managed by the FLM. The Prescribed Burn Plan (PLAN) and the Incident Action Plan (IAP) for this Project are appended to and made part of this Agreement as Attachment 1.

WHEREAS the FLM certifies that they own and control a proposed prescribed burn area delineated on a map incorporated within the Prescribed Burn Plan for this Project and that this burn area is within the County of

\_\_\_\_\_  
upon Assessor's parcel numbers \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

WHEREAS FLMs have determined that the anticipated public benefit from the proposed project will exceed the foreseeable damage that could result from the proposed Project

NOW THEREFORE, it is mutually agreed:

1. The term of this Agreement shall commence on the above date and will terminate upon satisfactory completion of the prescribed burning project, but in no event will the term of this agreement exceed three (3) years.
2. FLMs will incorporate all estimated costs within the Prescribed Burn Plan for this Project and apportion the prorata responsibility for each Land Manager, the FLM and any participating nonfederal Cooperator. The FLM's estimated prorata costs,

which are itemized within the IAP and the PLAN, of the completed Project will be \$\_\_\_\_\_ in value.

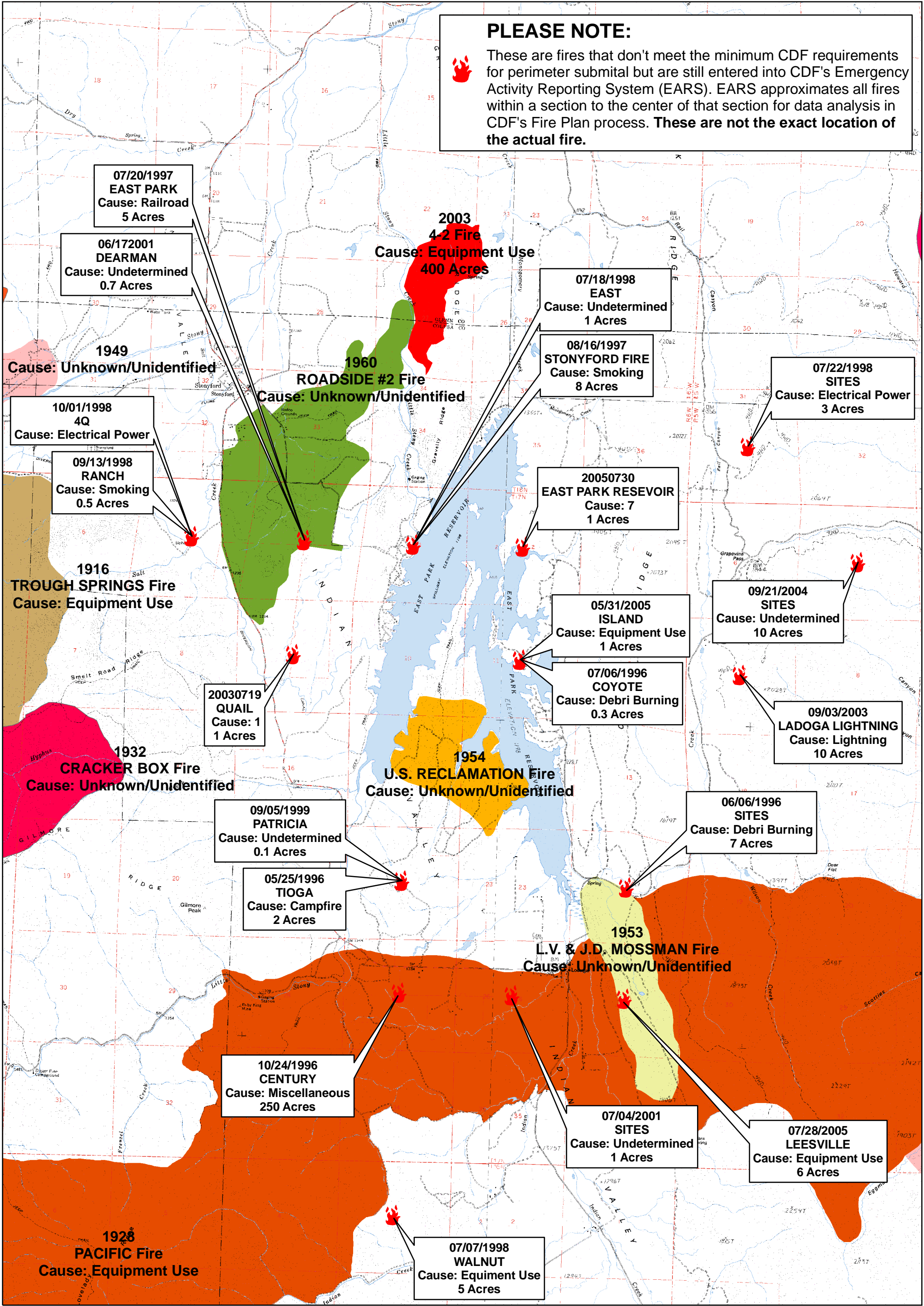
3. The signatories of this agreement agree to indemnify and hold harmless all Cooperators for damages of any nature arising out of the performance of this Prescribed Burning Project with stated conditions and with the exceptions noted for "Waiver of Claims" in the, Multi Agency Agreement For Cooperative Use of Prescribed Fire. This indemnification will not modify the PLAN pre-assignment of suppression cost responsibility and accountability between signatories in the event a wildfire escapes from the Project.
4. The Incident Command, or Incident Command Team, for this Project will be assigned by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. In the event a wildfire escapes from this Project the preassignment of suppression cost responsibility and accountability from the Prescribed Burn Plan is \_\_\_\_\_ % and \_\_\_\_\_ %

This agreement with the PLAN, the IAP and the Multi Agency Agreement for Cooperative Use of Prescribed Fire represent the entire contract between the signatories of this agreement. The Project described within the Prescribed Burn Plan may incorporate several independent agreements with other FLMs or non-federal CDF Cooperators. This agreement may be amended in writing at any time by mutual consent. It may be canceled by either signatory after giving 30 days notice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

Signed: \_\_\_\_\_

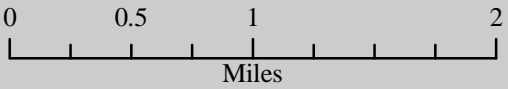
Date \_\_\_\_\_



Map Scale 1:50,000

# EAST PARK RESERVOIR FIRE HISTORY

Sonoma - Lake - Napa Unit



Map Created by:  
FC Turbeville  
August 2006